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1 IN THE UNITED STATES DISTRICT COURT  
2 FOR THE NORTHERN DISTRICT OF GEORGIA  
3 ATLANTA DIVISION  
4 Civil Action File No.: 1:24-cv-02583-MHC

5 JENNIFER ARMISTEAD, )  
6 Plaintiff, )  
7 -VS- )  
8 TWG MANAGEMENT, LLC, )  
9 Defendant. )

10  
11  
12 30(b)(6) DEPOSITION OF KENDREL BRETZ  
13 ON BEHALF OF TWG MANAGEMENT, LLC

14 The 30(b)(6) deposition upon oral examination  
15 of KENDREL BRETZ, on behalf of TWG Management, LLC,  
16 a witness produced and sworn before me, Craig  
17 Williams, RPR, CMRS, a Notary Public in and for the  
18 County of Marion, State of Indiana, taken on behalf  
19 of the Plaintiff, at the offices of TWG Management,  
20 LLC, 1301 East Washington Street, Suite 100,  
21 Indianapolis, Marion County, Indiana, on the  
22 17th day of September 2024, scheduled to start at  
23 10:00 a.m. EST, pursuant to the Federal Rules of  
24 Civil Procedure with written notice as to time and  
25 place thereof.

Page 2

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APPEARANCES

2

3 FOR THE PLAINTIFF:

4

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5

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1 (Time noted: 10:28 a.m.)

2 KENDREL BRETZ,

3 having been duly sworn to tell the truth, the whole  
4 truth, and nothing but the truth relating to said  
5 matter was examined and testified as follows:

6 DIRECT EXAMINATION,

7 QUESTIONS BY JOSEPH A. ZDRILICH:

8 Q This will be the Federal Rule of Civil Procedure  
9 30(b)(6) deposition of TWG Management, LLC. I'm  
10 sorry, we made the deposition notice out before  
11 the defendant had identified you as its witness.

12 Can you state your name.

13 A Ken Bretz.

14 Q Can you spell that.

15 A K-E-N, B-R-E-T-Z.

16 MR. ZDRILICH: We're here in Indianapolis,  
17 Indiana today at the offices of defendant TWG  
18 Management, LLC, and with their counsel, Austin  
19 Albertson, from Swift Currie.

20 Austin, I propose that we waive all  
21 objections except as to form, responsive answer  
22 to the form of the question until first use.

23 MR. ALBERTSON: That's agreeable with me.

24 MR. ZDRILICH: And you'll probably wait  
25 until the end for signature?

Page 5

1 MR. ALBERTSON: Yes.

2 Q Mr. Bretz, have you ever given a deposition  
3 before?

4 A I have not.

5 Q I'd just ask you to answer yes or no to any  
6 yes-or-no-type question, and then take as much  
7 time as you need to expand on that answer. I  
8 won't interrupt you.

9 If you need to take a break for any reason,  
10 the only ground rule is you do have to answer  
11 the last question asked, and then we'll take as  
12 much time or as little time as you might need.  
13 I have worked pretty efficiently in these  
14 depositions, so I can't imagine you'll need too  
15 many breaks, but if you do, we're here to  
16 accommodate, and we have plenty of time today to  
17 work through anything.

18 I do hear some background noise, so I'm  
19 going to do my best to be as loud as I can to  
20 speak up over it, and if you ever need me to ask  
21 a better question or clarify something, please  
22 feel free to do that. We all ask plenty of  
23 questions that we could phrase better. Having  
24 dispensed with all that, I can just jump right  
25 in.

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1                   Do you have a middle name?

2   A   Lamar.

3   Q   Could you spell that, please.

4   A   L-A-M-A-R.

5   Q   What's your home address?

6   A   [REDACTED].

7   Q   Is that here in Indianapolis?

8   A   It's in Carmel, Indiana.

9   Q   Do you have a work phone number separate from  
10                  your personal phone number?

11   A   I do not.

12   Q   What's your cell phone number?

13   A   (317)607-6832.

14   Q   I think that might have an extra number in it.

15   A   I can repeat. (317)607-6832.

16                   MR. ZDRILICH: My apologies. Let's go off  
17                  the record.

18                   (Off-the-record discussion.)

19   Q   Do you work for TWG Management?

20   A   I do.

21   Q   What is your job title?

22   A   Chief people officer and president of property  
23                  management.

24   Q   President of property management?

25   A   Yes.

Page 7

1 Q How long have you been with TWG?

2 A 11 years.

3 (Plaintiff's Deposition Exhibit 1 was  
4 marked for identification.)

5 Q I've put in front of you what I have marked as  
6 Exhibit 1. It is a copy of the deposition  
7 notice for today's deposition. Have you  
8 received a copy of this in advance of today's  
9 deposition?

10 A Yes.

11 Q You understand that you're here in your capacity  
12 today on behalf of the corporation and not in  
13 your individual capacity?

14 A Yes.

15 Q Are you the person most familiar with or with  
16 the most knowledge of practices set forth in  
17 this deposition notice?

18 A Yes.

19 Q What is the relationship between TWG Management  
20 and TWG Development? I know we've substituted  
21 in a party in this case. But what is the  
22 relationship between the two companies?

23 A TWG Management is the property management entity  
24 for TWG Development, which is the development  
25 arm of the company.

Page 8

1 Q For instance, with the Silver Oak property where  
2 the events giving rise to this action occurred,  
3 who owns that property?

4 A TWG Development and the other members of the LP  
5 are the owners.

6 Q But TWG Management is responsible for  
7 administering or managing the property?

8 A That's correct.

9 Q Do you receive pay from TWG or from any other  
10 entity?

11 A Only from TWG.

12 Q How long have you been in the role of president  
13 of property management?

14 A Since October of 2023.

15 Q As of the date of this deposition, and we're  
16 here in Indianapolis today, how many units does  
17 TWG Management have under management?

18 A It's over 5500. I don't have the exact number.

19 Q In what states do you all operate?

20 A Would you like me to list them?

21 Q Yes.

22 A We operate in Indiana, Iowa, Ohio, Illinois,  
23 Michigan, Georgia, Tennessee, Colorado,  
24 Oklahoma, Utah, Wisconsin. I believe I have  
25 identified them all.

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1 Q If you think of something else later, let me  
2 know, but that sounds pretty exhaustive.

3 How many complexes are under management?

4 A It's roughly over 60 communities managed.

5 Q And Silver Oak Apartments is the one apartment  
6 complex in Clarkston, DeKalb County, Georgia  
7 where this incident occurred, that's one of  
8 those 60?

9 A That's correct.

10 Q Is it still under management?

11 A Yes.

12 Q These events occurred over two years ago.

13 What would you say your job duties include  
14 at TWG?

15 A They are many and exhaustive. I oversee and  
16 provide strategic oversight for all of our  
17 policies, development, site team and personnel  
18 management, anything related to lease-up and  
19 stabilization strategies.

20 Q You say site team personnel management. Does  
21 that include the hiring of persons in those site  
22 teams?

23 A Indirectly. So I oversee the directors who  
24 oversee the regional managers who oversee the  
25 property managers.

Page 10

1 Q You oversee directors who oversee regional  
2 managers who oversee the property managers?

3 A That's correct.

4 Q At the time this incident occurred in late  
5 January of 2022, can you identify who the  
6 regional manager was for the region where the  
7 Silver Oak property is located?

8 A That would have been the acting president of  
9 that time, which is Chasity Sadowy.

10 Q Can you spell that?

11 A First name is C-H-A-S-I-T-Y, last name  
12 S-A-D-O-W-Y. She was the acting regional.  
13 There was not a regional manager at that time.

14 Q Do you know who the property manager was for  
15 Silver Oak on January 31st, 2022?

16 A I believe it was Aushiana Robinson.

17 Q Can you spell that name?

18 A A-U-S-H-I-A-N-A, R-O-B-I-N-S-O-N.

19 Q She would have been the manager at Silver Oak.  
20 Is she still the manager at Silver Oak?

21 A She is not.

22 Q When did she leave TWG?

23 A I do not have the exact dates of separation, but  
24 it was in 2023. I believe it was October of  
25 2023. I can get that information.

Page 11

1 Q Do you know if she was terminated or if she left  
2 on her own?

3 A She left on her own accord.

4 Q She left for a different job opportunity or  
5 something?

6 A She did not state her reasons for leaving.

7 Q Do you know how many employees TWG had at the  
8 Silver Oak property on January 31st, 2022?

9 A I do not recall the number of staff members that  
10 were on site at that date.

11 Q Do you know how many units there are at the  
12 Silver Oak property?

13 A 488, I believe.

14 Q Are you the person at TWG designated to speak on  
15 behalf of TWG with regard to hiring and  
16 screening of employees at the Silver Oak  
17 complex?

18 A Yes.

19 Q How about employee supervision at the Silver Oak  
20 complex?

21 A Yes.

22 Q Are you the person designated to speak with  
23 regard to implementation of policies and  
24 procedures involving video cameras or video  
25 recordings at the Silver Oak complex?

Page 12

1 A Yes.

2 Q How about incident reports?

3 A Yes.

4 Q And you have some of those incident reports with

5 you today related to this incident?

6 A Yes.

7 Q How about policies and procedures dealing with

8 pets at the premises?

9 A Yes.

10 Q Does TWG have a pet policy?

11 A We do.

12 Q Do you have a copy of that pet policy with you

13 today?

14 A I believe it's reflected in the lease.

15 Q Are you the person designated to speak with

16 regard to any reports, statements, informal

17 complaints or formal complaints regarding any

18 dog bites on the premises from January 31st,

19 2021, a year before this incident?

20 A Yes.

21 Q How about policies at Silver Oak Apartments

22 regarding obtaining or rendering aid and care,

23 including medical treatment, to anyone injured

24 by dog bites at the premises?

25 A Yes.

Page 13

1 Q How about policies keeping the premises safe and  
2 hazard free to residents or visitors?

3 A Yes.

4 Q Do you have any records associated with the  
5 hiring or firing of Davin R. Terrell?

6 A Yes.

7 Q Was Mr. Terrell an employee of TWG?

8 A He was at one point, yes.

9 Q What were his dates of employment, if you have  
10 them? And again, I don't have these records  
11 yet, but if you want us to refer to the record,  
12 we can do that and we'll just mark it as an  
13 exhibit.

14 MR. ALBERTSON: For recordkeeping purposes,  
15 I'm giving to plaintiff's counsel what is  
16 identified in our initial disclosures, which is  
17 the termination notice for Mr. Terrell, final  
18 account statement, his job offer acceptance, and  
19 then his original lease agreement and  
20 application at Silver Oak.

21 MR. ZDRILICH: And this might clarify some  
22 of my questions and streamline things just a bit  
23 to have these, so thank you.

24 MR. ALBERTSON: They are separated there,  
25 Joe.

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1 (Plaintiff's Deposition Exhibit 4 was  
2 marked for identification.)

3 MR. ZDRILICH: I have premarked a few of my  
4 exhibits, so I will call this collectively  
5 Exhibit 4 just to kind of streamline things.

6 I'll refer to Plaintiff's Exhibit 4. We'll come  
7 back to that.

8 Q Who designated you today to speak on behalf of  
9 TWG?

10 A TWG ownership and general counsel.

11 Q Do you have in-house counsel? And we don't want  
12 to know anything you discussed with your lawyer,  
13 of course, but do you have in-house counsel?

14 A We do.

15 Q As separate from your counsel today from Swift  
16 Currie?

17 A Yes.

18 Q Are you the person most knowledgable with regard  
19 to hiring and screening employees at the Silver  
20 Oak complex?

21 A Yes.

22 Q How about employee supervision?

23 A Yes.

24 Q Implementation of policies and procedures  
25 regarding video cameras and video recordings?

Page 15

1 A Yes.

2 Q Pet policies?

3 A Yes.

4 Q Complaints or lawsuits regarding dog bites at  
5 TWG's Silver Oak complex?

6 A Yes.

7 Q On that point, have there been any other  
8 lawsuits arising from dog bites that occurred at  
9 the Silver Oak complex in the last five years?

10 A Not that I'm aware of.

11 Q Had there been any other complaints regarding  
12 the animal in question, which is an Akita dog,  
13 owned by your now former employee Davin Terrell?

14 A No.

15 Q Are you the person with the most knowledge  
16 regarding policies at Silver Oak involving dog  
17 bites and treatment thereof of the bites that  
18 occurred on site?

19 A Yes.

20 Q Of course, the records are here, so are you the  
21 person with the most knowledge regarding the  
22 hiring or firing of Davin Terrell?

23 A Yes.

24 Q Do you have full authority to speak today on  
25 behalf of defendant TWG with regard to the

Page 16

1 topics we've discussed?

2 A Yes.

3 Q Take a look here at the job offer, and I've  
4 collectively marked these --

5 MR. ZDRILICH: Are these all the documents  
6 or are these just the ones related to Davin  
7 Terrell?

8 MR. ALBERTSON: Can we go off the record  
9 just briefly.

10 (Off-the-record discussion.)

11 Q It says here in these records that Mr. Terrell  
12 was terminated on or about June 24th, 2020; is  
13 that correct?

14 A That is correct.

15 Q What was his job title when he worked for the  
16 TWG Silver Oak complex?

17 A Maintenance technician.

18 Q Was he in a senior role, did he supervise the  
19 maintenance of the whole complex?

20 A He provided maintenance for the whole complex  
21 but he was not a supervisor.

22 Q What were his job duties?

23 A His job duties included service requests as they  
24 were reported by residents and/or assigned by  
25 the property manager. It could include grounds

Page 17

1 and preventative maintenance in and outside of  
2 the units and the buildings on site.

3 Q It looks from these records, at least  
4 correspondence in here, reflects a job offer to  
5 Mr. Terrell on January 7th, 2019. So  
6 approximately 18 months before his termination.  
7 That would appear to reflect that he was  
8 employed by TWG for a period of approximately  
9 18 months between January 20, 2019 and it looks  
10 like June of 2020. Does that sound  
11 approximately correct?

12 A Yes.

13 Q And this could be a simple typo, so I'm just  
14 going to reference this, in the first document,  
15 the termination document, we'll call it that's  
16 part of Exhibit 4, it says, "Reason for  
17 Separation: Voluntary Job Abandonment," then it  
18 lists the dates July 23rd and July 24th. I'm  
19 going to presume from this they meant June 23rd  
20 and June 24th when he was terminated, because  
21 those other dates occur a month in the future.  
22 It would seem to follow that that's when he was  
23 terminated, June 24th, and that maybe he missed  
24 a couple of days of work and that's why.

25 A Yes, that sounds that would be correct, that's a

Page 18

1           typo.

2       Q    Do you know when this document was prepared? I  
3           mean, I see the date at the top, but do you know  
4           it to be a different day?

5       A    I do not know it to be a different day.

6       Q    Were there other reasons in his personnel file  
7           for terminating Mr. Terrell?

8       A    Not to my knowledge.

9       Q    As part of his compensation -- I do see his  
10          compensation listed here in the second document,  
11          which is the job offer, it's part of Exhibit 4,  
12          it says he's paid \$17 per hour on an every  
13          two-week basis and that his scheduled work hours  
14          are 8:00 a.m. to 5:00 p.m. It also says it  
15          provides him insurance, a 401(k) plan. Was he  
16          ever subsidized or given a discount for his rent  
17          at the Silver Oak complex?

18      A    No, not to my knowledge.

19      Q    Do you all offer an employee discount for rent  
20          if they live on site?

21      A    No.

22      Q    Did you know him to live on site at the  
23          premises?

24      A    I did know that he was a resident.

25      Q    Did you know that he was a resident at the time

Page 19

1           this incident occurred?

2   A   Yes.

3   Q   Turning now to the third document that your  
4           counsel has provided us today, this is the lease  
5           agreement with Silver Oak Apartments, it appears  
6           to be the lease agreement for Davin Terrell.  
7           And it lists three other people living there; a  
8           Devin Taylor, Jr., a Davin Terrell, Jr. and a  
9           Denise Terrell.

10           It sets forth his rent, and it looks like  
11           this lease ran through December 31st of 2021.  
12           I'll ask, the incident in question occurred  
13           about 30 days past the end date of this lease  
14           that's been provided. Do you know if he was  
15           staying on as a month-to-month tenant or if  
16           there is a lease extension that's going to be in  
17           here?

18   A   No, he abandoned his apartment in June of 2020,  
19           and we ended the lease because he was no longer  
20           present.

21   Q   June of 2020. But the events giving rise to  
22           this action occurred in January of 2022.

23   A   Correct.

24   Q   In the apartment?

25   A   Yes.

Page 20

1 Q So you said that he abandoned the residence in  
2 June of 2020?

3 A Yes.

4 Q But he was living there in January of 2022.

5 A No, he was not.

6 Q Are you just not aware that he was living in the  
7 site?

8 A We don't have record that he was on site.

9 Q So you're saying that this lease was terminated  
10 early and he was not at the site. Do you know  
11 who was occupying the apartment where this event  
12 occurred?

13 A Someone else occupied and a new lease was  
14 initiated after he vacated his apartment.

15 Q You are aware that my client visited with him at  
16 this apartment the day that this incident  
17 occurred; she was his guest in the apartment  
18 and, by all appearances, he resided at that  
19 apartment with the dog in question?

20 A We do not have record that he was a leaseholder  
21 at that time.

22 Q Do you have a record of who was the leaseholder  
23 in the apartment that was, per your testimony,  
24 formerly occupied by Davin Terrell?

25 A Which apartment number are you referring to?

Page 21

1 Q It looks like 16G.

2 A I do not have the name of the person who  
3 occupied after he left, but I can certainly get  
4 it.

5 Q And we'll give you all time to supplement that,  
6 that's fine.

7 A Okay.

8 Q The incident giving rise to this action,  
9 according to the complaint, occurred in  
10 Apartment 12F. Do you know who resided in  
11 Apartment 12F?

12 A I do not know the name of the person, but I can  
13 get it.

14 Q Okay. As you may know from the complaint,  
15 Mr. Terrell held himself out as a resident of  
16 Apartment 12F where my client was injured.

17 A No, I do not.

18 Q You're aware that that's in the complaint?

19 A I'm aware that it was cited, but I do not have  
20 record of that.

21 Q But you can find out who was the official  
22 occupant of Apartment 12F?

23 A Yes.

24 Q And again, pardon any pregnant pauses as I pour  
25 over the documents that are furnished here today

Page 22

1 so we can review them hopefully thoroughly and  
2 not have to revisit too many issues in the  
3 future.

4 I'm looking through here, and it appears  
5 that on page 7 of his lease, it does reference  
6 that, "No animals, including mammals, reptiles,  
7 bird, fish, rodents and insects are allowed,  
8 even temporarily, anywhere in the apartment or  
9 apartment community unless we so authorize in  
10 writing. If we allow an animal, you must sign a  
11 separate animal addendum which may require  
12 additional deposits, rents, fees or other  
13 charges. You must remove an illegal animal  
14 within 24 hours of notice from us or you will be  
15 considered in default of the lease contract. We  
16 will authorize an ADA-certified service animal.  
17 We may require a written statement from a  
18 qualified professional verifying the need for a  
19 support animal."

20 I'm continuing to pour over the lease  
21 addenda here, but did Mr. Terrell sign such an  
22 addendum with regard to a pet?

23 A He signed the lease agreement itself stating  
24 that he would need to sign an animal addendum if  
25 he had a pet.

Page 23

1 Q Did he ever disclose that he had a pet?

2 A No.

3 Q Do you all have a handbook that you give to TWG  
4 employees at the Silver Oak complex with regard  
5 how to deal with pets that are in apartments in  
6 violation of this standing policy, meaning that  
7 they haven't disclosed the existence of the pet,  
8 it's not an ADA support animal, and then you  
9 find out that the tenant is in violation of this  
10 term of the lease?

11 A No, we direct them to the covenants of the lease  
12 that specifically tells them what they need to  
13 do if an animal is brought to our attention  
14 that's not documented as a pet for the  
15 leaseholder.

16 Q And what steps are TWG staff, at this instance  
17 the Silver Oak property, but at TWG properties  
18 broadly, what are they supposed to do when they  
19 find out that the tenant has a noncompliant  
20 animal on premises?

21 A When it is brought to their attention, they are  
22 supposed to serve the resident a notice, letting  
23 them know that we are aware that there is an  
24 unauthorized pet. If the resident wants the pet  
25 to remain, they have to come in compliance,

Page 24

1                   which means signing the animal addendum, paying  
2                   the pet fee and paying the pet rent. If they do  
3                   not comply, then within 24 hours the pet must be  
4                   removed.

5           Q   If they do not comply within 24 hours, then --  
6                   pardon the noise, a bit of an interruption, but  
7                   go ahead, can you repeat that.

8           A   If they do not comply, the animal has to be  
9                   removed within 24 hours.

10          Q   Do you know if written notice was ever served on  
11               Mr. Terrell with regard to a pet that he had on  
12               premises? And I understand again that he is not  
13               on a lease at the time this incident occurred,  
14               the time in question. But was notice ever  
15               served on either Mr. Terrell or the resident of  
16               Apartment 12F with regard to a pet on premises?

17          A   No, not to my knowledge.

18          Q   Are the apartments regularly inspected for the  
19               presence of pets, or how do you all get wind if  
20               someone has an unauthorized pet on premises?

21          A   Typically it is brought to our attention either  
22               because there is a complaint by a resident or it  
23               is noticed during a routine service request.

24          Q   And service requests are administered by  
25               maintenance employees of the premises; yes?

Page 25

1 A Can you repeat, please.

2 Q If someone makes a service request -- the  
3 maintenance person goes on property in the  
4 apartment for a service request and they see a  
5 dog there, then they're supposed to report it to  
6 the property manager?

7 A That's correct.

8 Q In this case, at the time this incident  
9 occurred, that would have been Aushiana  
10 Robinson?

11 A Aushiana.

12 Q Aushiana, I apologize. It would have been  
13 Aushiana?

14 A Yes.

15 (Plaintiff's Deposition Exhibit 3 was  
16 marked for identification.)

17 Q I'm going to go a little bit out of order in my  
18 exhibits. I'm going to show you what I  
19 marked here as Exhibit 3. I'll put this in  
20 front of you. This is a statement from our  
21 private investigator regarding a Rex Zaragoza.

22 MR. ALBERTSON: I apologize, could we  
23 briefly go off the record and use this as an  
24 opportunity to get our stuff, and I need to take  
25 a quick restroom break.

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1 MR. ZDRILICH: Absolutely.

2 (A recess was taken between 10:58 a.m. and  
3 11:21 a.m.)

4 BY MR. ZDRILICH:

5 Q I put in front of you what I've marked as  
6 Plaintiff's Exhibit 3. This is a report by one  
7 of the private investigators we had at the  
8 Silver Oak Apartments speaking with a Rex  
9 Zaragoza. Do you know who Mr. Zaragoza was?

10 A I do.

11 Q Who was he?

12 A He was a former employee. He left as a  
13 maintenance supervisor.

14 Q He was maintenance supervisor. Was that the job  
15 that Mr. Terrell used to have?

16 A No.

17 Q Is that a higher-up job than Mr. Terrell used to  
18 have?

19 A That's correct.

20 Q What were Mr. Zaragoza's dates of employment?

21 A I believe he was employed February 2021 to June  
22 2023.

23 Q And under what circumstances did Mr. Zaragoza  
24 leave TWG?

25 A I believe he left voluntarily.

Page 27

1 Q Had he been at any point disciplined or had any  
2 disciplinary action taken against Mr. Zaragoza  
3 for any deficiencies in his job performance?

4 A Not to my knowledge.

5 Q Did he hold any other job titles during his  
6 employment between approximately February 2021  
7 and June 2023?

8 A He was a maintenance technician before he was a  
9 supervisor.

10 Q I think this report reflects that he said in  
11 here that he was a tech, and that's short for  
12 technician?

13 A Yes.

14 Q And he went on to become the supervisor for the  
15 complex, the maintenance supervisor. He still  
16 answered to, is it Ms. Robinson? He still  
17 answered to Ms. Robinson at that time; is that  
18 correct?

19 A That's correct.

20 Q She was there until later in 2023. So the  
21 entire time he worked there, he would have  
22 answered to Ms. Robinson; yes?

23 A That's correct.

24 Q And if he saw something, I would assume you have  
25 a see something, say something policy. So if he

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1 saw something that he thought needed reporting,  
2 he would have reported to Ms. Robinson; correct?

3 A Yes, that's what we advise.

4 Q Here the dog in question, Ms. Campo, the  
5 investigator, shows Zaragoza a picture of the  
6 Akita dog and asked Zaragoza Tuesday, March 22nd  
7 of 2022, less than two months after the incident  
8 had occurred, and he said that he recognized  
9 that dog and that he had, "seen that dog plenty  
10 of times running free."

11 Had TWG received complaints from its  
12 employees about dogs roaming the premises  
13 unleashed and unsupervised prior to this  
14 incident?

15 A No, not that I have record of.

16 Q Have you discussed or anyone from TWG discussed  
17 with Ms. Robinson the issue of dogs roaming  
18 around the complex unsupervised?

19 A No, not that I'm aware of.

20 Q It says here that Zaragoza had been working for  
21 the complex for approximately a year, which  
22 lines up with the dates of employment that you  
23 gave, because you said February of 2021 and this  
24 was done in March of 2022, so he had been there  
25 a little over a year at the time of this

Page 29

1 interview; correct?

2 A That's correct.

3 Q He said that as the dog "got older, he  
4 started" -- pardon the expletive here --  
5 "fucking with people and other dogs and got  
6 aggressive. He's big as hell too." And that he  
7 was "running free."

8 What steps would you have expected TWG  
9 Management to have taken, given the situation  
10 that he describes in this interview?

11 A What situation, I'm sorry?

12 Q This very large dog, and you'll hear another  
13 supervisor here describe as 130 plus pounds,  
14 walking around the premises unsupervised,  
15 unchecked, and harassing other people and other  
16 dogs.

17 A Well, if a dog is brought to our attention that  
18 is unleashed and not with a person, we would do  
19 our best to try to see if we can identify the  
20 location, the resident or resident's guest that  
21 the pet belonged to. If it we weren't able to  
22 determine that, we would contact animal control.

23 Q It says here, "Before Zaragoza was management,  
24 he was a 'tech,'" which we just discussed, "and  
25 while he was a tech, he did tell his supervisors

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1 about the Akita." And that's the Akita in  
2 question that bit my client.

3 "The only thing that his supervisors did  
4 was call animal control," he said, "because  
5 that's the 'only thing they can do.' Zaragoza  
6 never called animal control. Animal control was  
7 called a 'couple of times,' but when they  
8 finally got to the complex, the Akita would be  
9 gone."

10 Are there any records of employees from TWG  
11 at the Silver Oak complex calling animal  
12 control?

13 A Not that I'm aware of.

14 Q Are there any reports about this or other dogs  
15 on premises that you have in your present  
16 custody, access or control?

17 A No.

18 Q Do you believe that this constitutes an unsafe  
19 condition at the Silver Oak premises to have  
20 large unsupervised dogs roaming the premises,  
21 apparently? You have the report in front of  
22 you, so you can references it at any time. And  
23 this is your head of maintenance discussing,  
24 this isn't my witness, this is your head of  
25 maintenance describing the condition.

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1 A Yeah. I deem this as something that requires  
2 attention, and based off of what we were made  
3 aware of after the fact, that's something I  
4 would advise that they would contact animal  
5 control about.

6 Q Are there any other steps that you would  
7 recommend that they take other than call animal  
8 control?

9 A Not if we could not identify the person that the  
10 animal belonged to.

11 Q What would you describe as reasonable steps to  
12 ascertain the owner of the dog if you'd see it  
13 running around the premises repeatedly over the  
14 course of a year?

15 A We would canvass the area to the best of our  
16 ability, see if the pet went somewhere or if a  
17 resident neighbor or such would have any  
18 knowledge of where it came from. It would be,  
19 to a certain extent, up to what we were able to  
20 find out from other people nearby, witnesses, if  
21 we were able to identify it.

22 Q Do you have any records that the complex was  
23 canvassed for the whereabouts of this Akita?

24 A I do not have records.

25 Q Do you have any knowledge that it was canvassed

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1 to try to ascertain the ownership of the Akita?

2 A No, I do not.

3 (Plaintiff's Deposition Exhibit 5 was  
4 marked for identification.)

5 Q Have you investigated this incident, aside from  
6 the incident report that I have in front of me  
7 that we're going to mark Exhibit 5 today, has  
8 TWG conducted any investigation about this  
9 incident?

10 A The only investigation I was aware of since that  
11 information was brought to us after the fact was  
12 asking if anyone was aware or had knowledge of a  
13 dog that met that description, which I believe  
14 is what Theresa Crooks did when she thought that  
15 it belonged to someone who was no longer  
16 employed.

17 Q And it's your position -- and again, you said  
18 you will get us a copy of the lease for the  
19 apartment at issue here.

20 A 12F?

21 O 12F. So we can ascertain who was living there.

22 A Yes.

23 Q But to your knowledge, Mr. Terrell was neither  
24 the signer of a lease for that premises nor a  
25 resident at that premises?

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1 A That's correct, we do not have knowledge that he  
2 was a resident.

3 Q You're not saying he wasn't a resident, you're  
4 saying you just had no knowledge that he was a  
5 resident?

6 A Correct, he was not a lessor at that time.

7 Q Not to hop around too much, I'll come back to  
8 that Exhibit 5 in a moment.

9           But Exhibit 3 that I have in front you, it  
10 appears our investigator talked to another  
11 maintenance personnel member who joined the  
12 interview, "One employee asked Zaragoza, 'that  
13 dog be free?' Zaragoza replied, 'Hell yeah,  
14 that big mother fucker'" -- pardon again my  
15 French, I'm just quoting from the report --  
16 "that's the one I be telling I will shoot that  
17 MF'er sometime." I'll leave some of the other  
18 expletives out of it. "He's about 130 to 140  
19 pounds."

20           Zaragoza also describes it as an  
21 "intimidating dog."

22           Of some interest in this report, he  
23 mentions that, "Tenants have come up to Zaragoza  
24 stating that the Akita attacked their dog and  
25 Zaragoza has seen those attacked dogs. Zaragoza

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1 has heard 'a lot' of people state that Akita has  
2 bitten people and other dogs."

3 Do you have any incident reports regarding  
4 any other dog bites at the premises, and we'll  
5 just say from the year before this incident of  
6 January 31st, 2021, to the present?

7 A No.

8 Q You would admit here that Mr. Zaragoza appears  
9 to have documented other dog bites of persons on  
10 premises by this dog? That's his -- it's not  
11 testimony, but that's his statement?

12 A I do know that that is his statement.

13 Q Has he given a separate statement to TWG as part  
14 of any investigation into these events?

15 A No, not that I'm aware of.

16 Q Has TWG any investigative report about this  
17 incident?

18 A Not outside of the incident report.

19 Q Has TWG ever retained a private investigator to  
20 conduct an investigation about this incident?

21 A No.

22 Q I'm going to turn now to the report here. This  
23 is the incident report form, Exhibit 5. It  
24 says, "Date of Incident," March 10th, 2022,  
25 "when we first heard of the incident."

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1                   So before when this incident occurred on  
2                   January 31st, you didn't know about it until our  
3                   investigator was on premises asking residents  
4                   about it; correct?

5     A   That is correct.

6     Q   In the summary here it states that, "A resident  
7               stated a lady who appeared to be an investigator  
8               was looking for someone who have may have a big  
9               white dog. She said the woman was walking the  
10              property asking people if they had saw the dog.  
11              The investigator never came to the leasing  
12              office. No large white dog is on file for any  
13              resident on property. However a previous  
14              employee who had a white dog and is known to  
15              visit people on property was contacted to see  
16              if the dog was his. It was discovered that the  
17              dog did belong to Davin Terrell," and that's  
18              presumably the former employee whoever wrote  
19              this report is talking about here; correct?

20    A   That's correct.

21    Q   "He stated that the dog did belong to Davin  
22           Terrell. He stated that the woman was bit by  
23           the dog but she reported that it did not take  
24           place on Silver Oak property."

25                   And that's Davin Terrell who asserted that?

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1 A That is my understanding.

2 Q He's the owner of the dog.

3 "He stated he did not have the dog  
4 anymore." And his contact is listed here.

5 And it looks like it's signed by a T.

6 Crooks. Do you know who T. Crooks is?

7 A Theresa Crooks, yes, I do.

8 Q That's the property manager?

9 A She was a property manager in 2023.

10 Q And that's a different job than Ms. Robinson?

11 A It is a different job. At some point she was  
12 promoted, she was assistant property manager,  
13 and then she moved into property manager.

14 Q Do any of these employees live on premises?

15 A No.

16 Q Did Rex Zaragoza live on premises?

17 A Not to my knowledge.

18 Q Do you have personnel files for Aushiana  
19 Robinson?

20 A I have access to them.

21 MR. ZDRILICH: We'll send over a separate  
22 request for those, because they're not part of  
23 the notice, but we'll send a separate production  
24 request for that.

25 MR. ALBERTSON: We can also get you

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1 Zaragoza's.

2 MR. ZDRILICH: Okay, that would be great.

3 Q Is there a formal complaint process where --

4 Mr. Zaragoza, he says he reported this dog or  
5 incidents with this dog. Would he have written  
6 that up, or would it just be something he comes  
7 into the management office and goes, hey,  
8 there's this dog I saw on premises scaring  
9 people?

10 A I don't have a record of what he did, but we  
11 would advise they do it in writing.

12 Q But you have no written reports based on his  
13 alleged complaints?

14 A That's correct.

15 Q Or anyone's alleged complaints about this dog?

16 A That's correct.

17 Q Would other residents have made formal written  
18 complaints about dog incidents, dog bites,  
19 either of their person or of their dogs?

20 A I don't have record that they did.

21 Q Do you have a regular form that they would use  
22 for that, like an incident report form like this  
23 one?

24 A We don't publish our incident report to our  
25 residents, it's an internal tool, but we would

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1 just instruct them to let us know via email or  
2 through our resident portal.

3 Q So it's your testimony that no other  
4 investigation took place beyond this one page?

5 A Not to my knowledge, no.

6 (Plaintiff's Deposition Exhibit 2 was  
7 marked for identification.)

8 Q Do you have Exhibit 2 in front of you?

9 A Yes.

10 Q This is a statement given by an Alexia Duru, who  
11 was a resident of Apartment 13E, which would  
12 appear to be adjacent to Apartment 12F where  
13 this incident occurred. They were a resident  
14 and they knew of the Akita dog because it had  
15 bitten her dog on two different occasions and  
16 that it was freely roaming the property.

17 Do you have any complaints on file from  
18 Ms. Duru about the Akita dog in question? I  
19 know we've talked about did any other person,  
20 but hopefully this might refresh your  
21 recollection about it. Any complaints by Ms.  
22 Duru other than complaints to our investigator  
23 about this Akita roaming the property and biting  
24 her dog on two occasions?

25 A No, nothing more.

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1 Q You've testified about this, but you said that  
2 there's no documented pet policy outside of what  
3 you reference in the lease agreements with the  
4 tenants?

5 A That's correct.

6 Q Presumably there are people with pets on the  
7 premises, though; right?

8 A Presumably.

9 Q And they would have to disclose them to you  
10 officially or they'd be in default of their  
11 lease?

12 A Correct.

13 Q Do you have any other incident reports on file  
14 regarding the employment of Davin Terrell?

15 A Not to my knowledge.

16 Q Other than what's in the Exhibit 4 here?

17 A No.

18 Q Who would have been the person in charge of  
19 firing him? It says here Holly MacDougall.

20 A Holly MacDougall was the director of human  
21 resources, so she would be a part of the  
22 administration of the firing, but she herself  
23 would not start a recommendation. Typically it  
24 would come from a supervisor.

25 Q And Ms. MacDougall is here in Indianapolis?

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1 A Yes.

2 Q So this decision came from corporate, but  
3 presumably at the request of someone in the  
4 Silver Oak office?

5 A That is correct.

6 Q Do you know who in the Silver Oak office  
7 complained of Mr. Terrell to fire him?

8 A I do not know who initiated that termination  
9 request to HR.

10 Q There hadn't been any events preceding this  
11 firing other than the missing the two days of  
12 work?

13 A Not to my knowledge.

14 Q Do you all conduct background checks on your  
15 hires?

16 A We do.

17 Q Have you conducted a background check of  
18 Mr. Zaragoza?

19 A All employees, yes.

20 Q You presumably will produce that copy with  
21 Mr. Zaragoza's file; correct?

22 A Yeah, we can provide that.

23 Q Presumably you have a background check of Davin  
24 Terrell?

25 A Yes.

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1 Q And you'll produce a copy of that as well?

2 A Yes.

3 Q Do you have forwarding addresses for Aushiana  
4 Robinson?

5 A I'm not sure. I certainly can check.

6 Q Do you have a forwarding address for Theresa  
7 Crooks?

8 A I'm not sure but I can check.

9 MR. ALBERTSON: Just quickly, Joe, those  
10 are identified in our initial disclosures.

11 MR. ZDRILICH: For the addresses? Thank  
12 you.

13 MR. ALBERTSON: Yes. I think Robinson is  
14 in there, but I know Crooks is.

15 Q Do you have any incidents involving 911 calls or  
16 CAD reports from the Silver Oak premises for the  
17 one-year period before this incident?

18 A I do not have them, but I'm pretty sure they can  
19 be produced.

20 Q Have there been any incident reports of violent  
21 crime on premises from January 31st, 2021 to the  
22 present?

23 A Yes.

24 Q Do you have copies of those that you can  
25 produce?

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1 A I believe so.

2 Q Of course, other than discussing specifics of  
3 what you've told your counsel in preparation for  
4 today's deposition, did anyone help you prepare  
5 for your testimony? We don't want to know  
6 anything you discussed with your lawyer, but did  
7 anyone else help you prepare for today's  
8 testimony?

9 A No.

10 Q When did you receive the documents that we had  
11 produced to us today and that we've marked as  
12 Exhibits 4 and 5, when did you receive those  
13 documents in preparation for today's deposition?

14 A What exhibit are you identifying as 4 and 5?

15 Q I've called them 4 and 5. These are the  
16 personnel records for Davin Terrell and the  
17 incident report is Exhibit 5.

18 A I do not know the date that they were produced  
19 to me.

20 Q You're aware this action was removed by your  
21 counsel to the Northern District Federal Court  
22 in Georgia?

23 A I don't understand.

24 Q Where this is pending in U.S. District Court,  
25 it's in Federal Court.

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1 A I'm not aware.

2 Q Okay. But before that it was pending in the  
3 State Court of Gwinnett County. And we  
4 submitted some discovery requests in that matter  
5 and, Austin, tell me if I'm wrong, but I don't  
6 think we have responses to those. And I'll ask  
7 some follow-up questions, but those were first  
8 issued in June of 2023.

9 MR. ALBERTSON: Correct.

10 Q And we don't have any responses on file.

11 Do you intend to answer the discovery  
12 request from State Court or, to your knowledge,  
13 will your counsel insist on us refiling them in  
14 the District Court? And we will if we have to.  
15 But you've had these now for over a year, so I'm  
16 just wondering if you've composed answers to  
17 them yet? And I'll put them in front of you and  
18 I'll mark them as Exhibit 6.

19 (Plaintiff's Deposition Exhibit 6 was  
20 marked for identification.)

21 MR. ALBERTSON: That's a question for us,  
22 we can answer the State questions. We'll answer  
23 those.

24 MR. ZDRILICH: Very good.

25 Q Besides the documents you've produced today that

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1 we've discussed and I referenced as Exhibits 4  
2 and 5, where were they kept? Were they kept in  
3 the hard drive or iCloud, a cloud-based  
4 software?

5 A Which specific exhibits are you referring to?

6 Q Exhibits 4 and 5. Those are the Davin Terrell  
7 personnel records to date that you've produced  
8 as of today and then the incident report, that  
9 one-page report we have.

10 A Our employee files are in Paylocity, which is  
11 our human resources platform, HRIS.

12 Q Did you say Paylocity?

13 A That's correct.

14 Q P-A-Y-L-O-S-I-T-Y?

15 A P-A-Y-L-O-C-I-T-Y.

16 Q Is that also where the background checks would  
17 be on the various employees we've discussed?

18 A That's correct.

19 Q Who do you conduct those through? Do you use  
20 HireRight?

21 A We've used different background check companies.  
22 I believe most recently we use Checkr, but I  
23 can't speak to what was used at the time of hire  
24 for the individuals in question.

25 Q Does TWG have a policy to not hire individuals

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1 who have been convicted of a felony?

2 A We have a screening model that checks different  
3 crimes, as well as severity. Felonies in and of  
4 themselves are not disqualifiers, but it is  
5 somewhat dependent.

6 Q How about drug-related crimes, are they  
7 disqualifiers?

8 A Not in and of themselves, no. It depends upon  
9 severity, as well as dates.

10 Q How about drug charges with intent to  
11 distribute?

12 A I do not know specifically as it relates to that  
13 one.

14 Q Who would know specifically?

15 A I can get access to them, I just don't know off  
16 the top of my head.

17 Q And you can supplement today's production and  
18 you can find out what are or are not no hire  
19 offenses for TWG?

20 A Sure.

21 Q Very good.

22 As part of preparation for today's  
23 deposition and investigation into this matter,  
24 have any employees at the Silver Oak property  
25 given statements to any insurance adjuster?

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1 A I am not sure.

2 Q Do you know if they've given statements -- of  
3 course, I don't want to know the content of  
4 those statements, that content is work product.  
5 But do you know if they have given any  
6 statements to your in-house counsel that you  
7 referenced at the beginning of the deposition?

8 A I'm unsure. I know that he spoke to whomever  
9 was available as to what happened.

10 Q Do you believe that defendant, TWG, has a duty  
11 to address reports of problems with pets at the  
12 complex?

13 A How do you define "problem"?

14 Q Reports of bites, either of other tenants'  
15 animals or of persons.

16 A Yes, if we are made aware of harm to a person or  
17 property, yes.

18 Q Why is that important?

19 A Because we want to be stewards of the property  
20 and the community and the residents that we  
21 serve.

22 Q You stated that you do run background checks on  
23 your employees. Do you believe you have a duty  
24 to run those background checks?

25 A Yes.

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1 Q Why?

2 A Because we want to understand the people who  
3 have the ability to enter residents' homes.

4 Q Do people like in Mr. Terrell's position, he was  
5 obviously maintenance tech on premises at one  
6 point or another, do they have access to  
7 individual apartments without the residents  
8 being present at the same time?

9 A We have keys available in our leasing office to  
10 allow us access to an apartment, is that what  
11 you're asking?

12 Q Partly.

13 Does that mean that they have to ask the  
14 leasing office for those keys if they need to  
15 enter an apartment for a particular reason or a  
16 complaint?

17 A Yes.

18 Q They don't just carry around a key chain with a  
19 key to, say, 12F? Mr. Zaragoza wouldn't have a  
20 key chain and say I want to go in 12F and check  
21 out the complaint. He'd have to go to the  
22 leasing office first?

23 A That's correct.

24 Q What, for instance on Mr. Zaragoza's key chain,  
25 what areas would he have access to?

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1 A Generally our maintenance technicians have  
2 access to common areas, so janitorial closets,  
3 amenities, laundry rooms, things of that nature,  
4 but not access to any keys.

5 Q So there would be a report or something they  
6 would have to fill out to get access to one of  
7 those keys, like a check-in, check-out process?

8 A This property has a key tracking system, I  
9 believe it's called HandyTrac. They have to  
10 gain access to the keys themselves.

11 Q Do you have access to that key tracking system  
12 here today?

13 A I do not.

14 Q What's the name of that key tracking system?

15 A I believe it is called HandyTrac.

16 Q That would presumably document when maintenance  
17 officials for safety reasons would document when  
18 maintenance staff, maintenance techs would have  
19 access to individuals' apartments?

20 A That's what it's supposed to, yes.

21 Q Have you ever had complaints on premises since  
22 the year preceding this incident, we'll just  
23 call that January 31st, 2021, of any maintenance  
24 tech or complex employee entering any apartment  
25 in an unauthorized manner?

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1 A No, not to my knowledge.

2 Q Outside of your earlier testimony about calling  
3 animal control if you see any unauthorized or  
4 unclaimed dogs on premises roaming the complex,  
5 does TWG have any other written policies or  
6 procedures promulgated for dealing with  
7 unclaimed dogs or unauthorized pets on premises?

8 A No, no other process.

9 Q Are employees given a manual that they have to  
10 sign off on when they are on-boarded with TWG?  
11 And I should be more specific. Employees at the  
12 Silver Oak complex. I'm not talking about the  
13 company in general here at corporate. But for  
14 the complex, are they given a manual or some  
15 kind of booklet?

16 A There is a handbook that's available on site,  
17 but I'm not sure if they require a document of  
18 said handbook.

19 Q Do they have to sign anything to acknowledge  
20 that they've received a copy of the handbook or  
21 that they've reviewed the handbook or accept the  
22 policies in the handbook?

23 A I do not know if they were asked to do  
24 acknowledgement of receipt.

25 Q Do you have a copy of the handbook here on

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1                   premises?

2     A    I can get you one.

3     Q    You can get us a copy of the handbook?

4     A    Yes.

5     Q    And is that a handbook for Silver Oak or for TWG  
6                   properties in general?

7     A    It would be for TWG properties in general.

8                   MR. ZDRILICH: We'd ask that you produce  
9                   that at the earliest available date.

10                  Presumably, all these within the next 30 days.

11                  MR. ALBERTSON: Yes.

12                  MR. ZDRILICH: We have discovery coming up  
13                   toward the end of discovery, November 15, I  
14                   believe.

15                  MR. ALBERTSON: Yes, we'll have a formal  
16                   response to those.

17                  MR. ZDRILICH: I feel comfortable I've  
18                   covered all the ground I need to cover today, so  
19                   I have no other questions.

20                  MR. ALBERTSON: Can we go off the record  
21                   for a couple minutes.

22                  (Off-the-record discussion.)

23                  MR. ALBERTSON: I just have a couple  
24                   questions and I'll be ready to roll.

25                  (Defendant's Deposition Exhibit 1 was

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1 marked for identification.)

2 CROSS-EXAMINATION,

3 QUESTIONS BY AUSTIN L. ALBERTSON:

4 Q Mr. Bretz, I'm Austin Albertson, I'm your  
5 counsel on behalf of TWG. I just have a couple  
6 questions for you, and then we'll be ready to  
7 get out of here.

8 I'm going to show you what I'm going to  
9 mark as Defense Exhibit 1. Do you recognize  
10 what this is?

11 A This is a site plan for Silver Oak.

12 Q When did TWG take over at Silver Oak?

13 A I believe the acquisition was in 2019.

14 Q Have there been any changes to the site since  
15 TWG bought the property?

16 A It was an acquisition rehab, so yes, we went in  
17 and rehabbed the units, the leasing office and I  
18 believe some of the amenities.

19 Q Has that involved moving any of the buildings as  
20 where they presently sit?

21 A No.

22 Q Just interior changes?

23 A Yes.

24 Q So what I've put in front of you is a site map  
25 of Silver Oak. We've been talking a little bit

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1           about 12F. How does the apartment numbering  
2           work at TWG? So 12F, what does that correspond  
3           to?

4       A    12 is the building number, and F is the unit  
5           identifier.

6       Q    Okay. So could you circle and initial next to  
7           Building 12?

8       A    Sure. (Witness complied.)

9       Q    And we talked about this a little earlier,  
10           that's the building that's been identified as  
11           where Terrell was or living, according to  
12           plaintiff, on the date of the bite; right?

13      A    Yeah, that's the unit.

14      Q    Was what alleged to be where Terrell was living?

15      A    Yes.

16      Q    I'll represent to you that plaintiff was deposed  
17           in this case and identified, it's been circled  
18           here, Building No. 3. Do you see Building  
19           No. 3?

20      A    I do see Building No. 3.

21      Q    Is where she identified in her deposition as  
22           where she believed the bite took place.

23                   So can you find and circle and initial next  
24           to where the leasing office is?

25      A    The leasing office is in this location.

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1 Q Has the leasing office ever moved as long as TWG  
2 has owned the property?

3 A No, it has not.

4 Q What time generally is the leasing office open  
5 and then closes at?

6 A 8:30 to 5:30. And maybe it's possible that  
7 someone was doing some admin work and they'd  
8 leave as late as 6:00.

9 Q And that hasn't changed the entire time TWG has  
10 owned the property?

11 A Not to my knowledge.

12 Q Are any of the other buildings listed here on  
13 this map for employees of TWG? Like where they  
14 would work out of?

15 A The maintenance shop is back here.

16 Q Can you label that maintenance shop whatever  
17 you're about to identify?

18 A (Witness complies.)

19 Q So are there any other buildings on site, other  
20 than the leasing office and the maintenance shop  
21 you identified, where would be based out of or  
22 work out of if they weren't responding to an  
23 issue of a specific unit?

24 A No.

25 MR. ALBERTSON: That's all I have. That's

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1 it.

2 MR. ZDRILICH: I'll order a copy.

3 MR. ALBERTSON: We'll take an E-Tran.

4 Signature. Basically, you have a right to  
5 review the transcript. You can't make material  
6 changes to it, but if there's like a spelling  
7 mistake or something stylistic that could be an  
8 error, you have the right to look over within  
9 30 days and make any changes. It's totally your  
10 right to do that, but you can waive that right  
11 to signature. It's whatever you would like to  
12 do.

13 THE WITNESS: Do I need to decide today?

14 MR. ALBERTSON: Normally we decide today.

15 Or if you want to take a look at, it -- you want  
16 to see it? All right, then, we won't waive  
17 signature.

18 (Time noted: 12:23 p.m.)

19

20 AND FURTHER DEPONENT SAITH NOT.

21

22

23

24

25

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1 STATE OF INDIANA )  
2 ) SS:  
3 COUNTY OF MARION )

4 I, Craig Williams, RPR, CMRS, a Notary Public  
5 in and for the County of Marion, State of Indiana,  
6 at large, do hereby certify that KENDREL BRETZ, the  
7 deponent herein, was by me first duly sworn to tell  
8 the truth, the whole truth, and nothing but the  
9 truth in the aforementioned matter;

10 That the foregoing 30(b)(6) deposition of  
11 Kendrel Bretz, on behalf of TWG Management, LLC,  
12 was taken on behalf of the Plaintiff, at the  
13 offices of TWG Management, LLC, 1301 East  
14 Washington Street, Suite 100, Indianapolis, Marion  
15 County, Indiana, on the 17th day of September 2024,  
16 scheduled to start at 10:00 a.m. EST, pursuant to  
17 the Federal Rules of Civil Procedure;

18 That said deposition was taken down in  
19 stenograph notes and translated into an English  
20 transcript under my direction, and that said  
21 transcript is a true record of the testimony given  
22 by the said deponent; and that signature was  
23 requested by the deponent and all parties present;

24 That the parties were represented by their  
25 counsel as aforementioned.

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I do further certify that I am a disinterested person in this cause of action, that I am not a relative or attorney of either party or otherwise interested in the event of this action, and that I am not in the employ of the attorneys for any party.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on this 23rd day of September 2024.



N O T A R Y P U B L I C

My Commission Expires:

January 11, 2032

County of Residence:

Marion County

18

19

20

21

22

23

24

25

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1 Kendrel Bretz

2

3 September 23, 2024

4 RE: Armistead, Jennifer v. TWG Management, LLC

5 9/17/2024, 30(b)(6) Kendrel Bretz (#6912190)

6 The above-referenced transcript is available for  
7 review.

8 Within the applicable timeframe, the witness should  
9 read the testimony to verify its accuracy. If there are  
10 any changes, the witness should note those with the  
11 reason, on the attached Errata Sheet.

12 The witness should sign the Acknowledgment of  
13 Deponent and Errata and return to the deposing attorney.  
14 Copies should be sent to all counsel, and to Veritext at  
15 litsup-ga@veritext.com

16 Return completed errata within 30 days from  
17 receipt of testimony.

18 If the witness fails to do so within the time  
19 allotted, the transcript may be used as if signed.

20

21

22 Yours,

23

Veritext Legal Solutions

24

25

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2 30(b)(6) Kendrel Bretz (#6912190)

3 E R R A T A S H E E T

4 PAGE\_\_\_\_\_ LINE\_\_\_\_\_ CHANGE\_\_\_\_\_

5 \_\_\_\_\_

6 REASON\_\_\_\_\_

7 PAGE\_\_\_\_\_ LINE\_\_\_\_\_ CHANGE\_\_\_\_\_

8 \_\_\_\_\_

9 REASON\_\_\_\_\_

10 PAGE\_\_\_\_\_ LINE\_\_\_\_\_ CHANGE\_\_\_\_\_

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12 REASON\_\_\_\_\_

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14 \_\_\_\_\_

15 REASON\_\_\_\_\_

16 PAGE\_\_\_\_\_ LINE\_\_\_\_\_ CHANGE\_\_\_\_\_

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18 REASON\_\_\_\_\_

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21 REASON\_\_\_\_\_

22 \_\_\_\_\_

23 \_\_\_\_\_

24 30(b)(6) Kendrel Bretz

Date

25 \_\_\_\_\_

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1 Armistead, Jennifer v. TWG Management, LLC

2 30(b)(6) Kendrel Bretz (#6912190)

3 ACKNOWLEDGEMENT OF DEPONENT

4 I, 30(b)(6) Kendrel Bretz, do hereby declare that I  
5 have read the foregoing transcript, I have made any  
6 corrections, additions, or changes I deemed necessary as  
7 noted above to be appended hereto, and that the same is  
8 a true, correct and complete transcript of the testimony  
9 given by me.

10

11

12 30(b)(6) Kendrel Bretz Date

13 \*If notary is required

14 SUBSCRIBED AND SWORN TO BEFORE ME THIS  
15 \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

16

17

18

19 NOTARY PUBLIC

20

21

22

23

24

25

[& - 7th]

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[bretz - condition]

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[robinson - stabilization]

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Federal Rules of Civil Procedure

Rule 30

(e) Review By the Witness; Changes.

(1) Review; Statement of Changes. On request by the deponent or a party before the deposition is completed, the deponent must be allowed 30 days after being notified by the officer that the transcript or recording is available in which:

(A) to review the transcript or recording; and

(B) if there are changes in form or substance, to sign a statement listing the changes and the reasons for making them.

(2) Changes Indicated in the Officer's Certificate. The officer must note in the certificate prescribed by Rule 30(f)(1) whether a review was requested and, if so, must attach any changes the deponent makes during the 30-day period.

DISCLAIMER: THE FOREGOING FEDERAL PROCEDURE RULES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY. THE ABOVE RULES ARE CURRENT AS OF APRIL 1, 2019. PLEASE REFER TO THE APPLICABLE FEDERAL RULES OF CIVIL PROCEDURE FOR UP-TO-DATE INFORMATION.

VERITEXT LEGAL SOLUTIONS

COMPANY CERTIFICATE AND DISCLOSURE STATEMENT

Veritext Legal Solutions represents that the foregoing transcript is a true, correct and complete transcript of the colloquies, questions and answers as submitted by the court reporter. Veritext Legal Solutions further represents that the attached exhibits, if any, are true, correct and complete documents as submitted by the court reporter and/or attorneys in relation to this deposition and that the documents were processed in accordance with our litigation support and production standards.

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**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

JENNIFER ARMISTEAD,  
§  
Plaintiff,  
§  
v.  
§  
TWG MANAGEMENT, LLC,  
§  
Defendants.  
§  
CIVIL ACTION FILE NO.:  
1:24-cv-02583-MHC

**PLAINTIFF'S NOTICE OF 30(b)(6) DEPOSITION OF  
DEFENDANT TWG MANAGEMENT, LLC**

To: 30(b)(6) Designee(s) of Defendant TWG Management, LLC  
c/o its Counsel of Record:  
Erica L. Morton, Esq.  
Austin L. Albertson, Esq  
SWIFT, CURRIE, MCGHEE & HIERS, LLP  
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[austin.albertson@swiftcurrie.com](mailto:austin.albertson@swiftcurrie.com)

**COMES NOW, JENNIFER ARMISTEAD**, (hereinafter, "Plaintiff"), who, pursuant to O.C.G.A. § 9-11-30(b)(6), will take the deposition upon oral



examination of **TWG MANAGEMENT, LLC** (hereinafter, “Defendant TWG”). This deposition will take place at **10:00 A.M. Eastern Standard Time on Tuesday, September 17, 2024, at 1301 East Washington Street, Suite 100, Indianapolis, IN 46202**. The deposition will take place before an officer duly authorized to administer oaths by the laws of the United States or the State of Georgia and will be stenographically recorded and videotaped with the intent to use the videotape of these depositions at trial. The oral examination will continue from day to day until its completion.

Plaintiff does not know the address of any particular individual(s) Defendant TWG shall designate to testify.

As required by O.C.G.A. § 9-11-30(b)(6), Defendant TWG is required to designate one or more officers, directors, managing agents, or other persons with the most knowledge concerning the following designated matters and as to such information that is known or reasonably available to the organization about the following matters, where Premises is defined as the property known and/or marked as the Silver Oak Apartments, located at 1281 Brockett Road, Clarkston, DeKalb County, Georgia:

- 1) Person(s) with most knowledge of the incident giving rise to this lawsuit that took place on January 31, 2022, including but not limited

to, any investigations or other actions taken by this Defendant in connection with the incident;

- 2) Person(s) with most knowledge concerning the placement, recording and preservation of all video recordings from any and all cameras that cover the approaches of the Premises;
- 3) Person(s) with most knowledge concerning this Defendant's policies, procedures, techniques, methods, training, instructions and practices for the proper operation of all video recordings from all cameras located interior floor surfaces of the Premises;
- 4) Person(s) with most knowledge concerning this Defendant's policies, procedures, techniques, methods, training, instructions, analysis, and practices for the safe maintenance of, removal of, warning of potentially dangerous pets at the Premises;
- 5) Person(s) with most knowledge concerning this Defendant's policies, procedures, techniques, methods and practices regarding employee qualification, training, supervision and safety that apply to the maintenance of, removal of, and warning of potentially dangerous pets at the Premises;
- 6) Person(s) with most knowledge of all reports, statements, informal complaints, formal complaints and lawsuits concerning this Defendant

involving dog bites at the Premises from January 31, 2021 to the present;

- 7) Person(s) with most knowledge concerning this Defendant's policies, procedures, techniques, methods, training, instructions and practices for providing or obtaining aid, assistance, medical care and emergency treatment to invitees and customers who are injured by dog bites at the Premises;
- 8) Person(s) with most knowledge concerning this Defendant's policies, procedures, practices, duties and responsibilities to provide safe and hazard-free premises to customers, invitees and the public;
- 9) Person(s) with most knowledge concerning this Defendant's defenses to this lawsuit; and
- 10) All records associated with the hiring and firing of employees at the Premises from January 31, 2022 to the present.
- 11) All records associated with the hiring and/or firing of Davin R. Terrell.

Said Deponent(s) is/are required by this notice to be present for the taking of deponent(s)' deposition. Said Deponent(s) shall also be examined for all purposes allowed under the Georgia Civil Practice Act and the Georgia Rules of Evidence,

including for the purposes of discovery, preservation of evidence, and cross-examination as if he/she/they had testified on their own behalf and were being cross-examined, with full right to examine and the privilege of impeachment. Said Deponent(s) shall also be subject to examination as to any personal knowledge of all matters relevant to any issue in this proceeding. You may attend and examine.

This 9<sup>th</sup> day of September, 2024.

ZDRILICH INJURY LAW, LLC

/s/Joseph A. Zdrilich  
\_\_\_\_\_  
Attorney for Plaintiff  
State Bar of Georgia No.: 569248  
Attorney for Plaintiff

3575 Koger Boulevard, Suite 125  
Duluth, Georgia 30096  
Phone: 770-931-9604  
Fax: 770-931-9610  
E-mail: [joe@zinjurylaw.com](mailto:joe@zinjurylaw.com)

**CERTIFICATE OF SERVICE**

I hereby certify that I have this day filed the within and foregoing *Plaintiff's Notice of 30(b)(6) Deposition of TWG Management, LLC* with the clerk of court via the CM/ECF system which will automatically serve all counsel of record by statutory electronic service via email as follows:

Erica L. Morton, Esq.  
Austin L. Albertson, Esq  
**SWIFT, CURRIE, MCGHEE & HIERS, LLP**  
**1420 Peachtree Street, NE, Suite 800**  
**Atlanta, Georgia 30309-3231**  
**erica.morton@swiftcurrie.com**  
**austin.albertson@swiftcurrie.com**  
*Attorneys for Defendant TWG Management, LLC*

This 9<sup>th</sup> day of September, 2024.

ZDRILICH INJURY LAW, LLC

3575 Koger Boulevard, Suite 125  
Duluth, Georgia 30096  
Phone: 404-888-1111  
Facsimile: 770-931-9610  
E-mail: joe@zinjurylaw.com

\_\_\_\_\_  
/s/ Joseph A. Zdrilich  
JOSEPH A. ZDRILICH  
State Bar of Georgia No.: 569248  
Attorney for Plaintiff

**PRIVILEGED AND CONFIDENTIAL PREPARED AT REQUEST OF COUNSEL**

**THE FOLLOWING REPORT WAS PREPARED BY PRIVATE INVESTIGATOR VANESSA CAMPO  
FOR SPEARHEAD INVESTIGATIONS, LLC.**

On Thursday, March 10, 2022, at approximately 2:31 PM, Private Investigator Vanessa Campo conducted an interview of Alexia Duru at Silver Oak Apartments, [REDACTED] #13E, Clarkston, GA 30021. Duru can also be reached at 470-759-8449.

PI Campo introduced herself as an investigator working on behalf of The Zdrilich Law Group. After being advised of the identity of the interviewing investigator and the nature of the interview, Duru voluntarily provided the following information:

PI Campo approached Duru while she was sitting on her porch and immediately showed her pictures of an Akita. When Duru was asked by PI Campo if she has seen an Akita around the complex, she replied, "I know what these dogs look like because my dog been outside before when that dog came over here and started fighting. He bit my dog in the face one time." Duru owns a Pitbull.

Duru recalled two incidences involving the Akita. The first one was around September or October of 2021. Duru heard her Pitbull, who was chained up on the porch per usual, barking. As barking was out of character for her Pitbull, Duru went onto the porch to see what was going on. Duru witnessed an Akita attacking her Pitbull. The Akita did not have a leash and Duru did not see the owner around.

The second incident happened within the same month. Duru's mother witnessed the Akita come onto the porch again. This time, Duru's Pitbull was able to put his mouth around the Akita's neck.

Duru told management about these incidents. Duru also tried to go around and ask if anyone knew who the Akita belonged to. However, no one from management got back to her nor does Duru know who the Akita belongs to.

Duru also stated that there are many dogs that roam around the complex off leashes, sometimes even with no collar.

End of interview.

Investigator Vanessa Campo, Spearhead Investigations, LLC



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Duru also stated that there are many dogs that roam around the complex off leashes, sometimes even with no collar.

End of interview.

Investigator Vanessa Campo, Spearhead Investigations, LLC



**THE FOLLOWING REPORT WAS PREPARED BY PRIVATE INVESTIGATOR VANESSA CAMPO  
FOR SPEARHEAD INVESTIGATIONS, LLC.**

On Tuesday, March 22, 2022, at approximately 10:02 AM, Private Investigator Vanessa Campo conducted an interview of Rex Zaragoza at Silver Oak Apartments, [REDACTED] Clarkston, GA 30021. Zaragoza can also be reached at 317-832-6856.

PI Campo introduced herself as an investigator working on behalf of The Zdrilich Law Group. After being advised of the identity of the interviewing investigator and the nature of the interview, Zaragoza voluntarily provided the following information:

PI Campo immediately showed Zaragoza pictures of an Akita. When PI Campo asked if Zaragoza saw a similar dog in the complex, Zaragoza nodded that he did. Then Zaragoza stated that he has "seen that dog plenty of times...running free."

Zaragoza has worked for the complex for about a year. When Zaragoza was first employed, he saw the Akita as a puppy and that it "didn't really bother nobody, but as he got older, he started fucking with people and other dogs and got aggressive, he's big as hell too."

Zaragoza estimated that he has seen the Akita about every two weeks since his employment. Zaragoza also stated that there is a Pitbull around the complex "that terrorizes shit too." Zaragoza thinks the Akita, "breaks out or whatever," because the Akita runs around the complex free with no leash.

Zaragoza took over management about a month ago but has not seen the Akita since. He assumes that the Akita is leashed up. Zaragoza does not know who the owner of the Akita is. When PI Campo showed Zaragoza mugshots of Terrell, Zaragoza did not recognize him. Zaragoza does not know where the dog "stays at," and Zaragoza has "been in damn near every apartment." Zaragoza further stated, "won't never see him (the Akita) at nobody's house and I've been working this apartment complex for a while and haven't went in nobody's house and seen that dog."

Before Zaragoza was management, he was a 'tech,' and while he was a tech, he did tell his supervisors about the Akita. The only thing that his supervisors did was call animal control because that's the "only thing they can do." Zaragoza never himself called animal control. Animal control was called "a couple of times," but when they finally got to the complex, the Akita would be gone.

More maintenance personnel then joined the interview. One employee asked Zaragoza, "that dog be free?" Zaragoza replied, "Hell yeah, that big motherfucker, that's the one I be telling I will shoot that motherfucker sometime...I will shoot that bitch.... he's about 130-140 pounds."



THE FOLLOWING REPORT WAS PREPARED BY PRIVATE INVESTIGATOR VANESSA CAMPO  
FOR SPEARHEAD INVESTIGATIONS, LLC.

Zaragoza has not witnessed the Akita attack anyone or another animal. Zaragoza has observed the Akita walking around smelling stuff mostly. However, once the Akita recognizes a person it will stand at attention, stated Zaragoza, "he's an intimidating dog." Zaragoza is not sure what the Akita will ever do.

Tenants have come up to Zaragoza stating that the Akita attacked their dog and Zaragoza has seen those attacked dogs. Zaragoza has heard "a lot" of people state that the Akita has bitten people and other dogs. Several times Zaragoza has gotten in his truck and yelled, "Hey!" at the Akita which made the Akita run off.

A specific tenant that has complained about the Akita multiple times to Zaragoza is a man in his 60s or 70s that walks around the complex daily. This senior man wears a mask, shuffles when he walks, and talks like he has had a stroke. PI Campo tried to locate this man but was not able to.

End of interview.

Inv. Vanessa Campo for Spearhead Investigations, LLC

TWG Management, LLC  
 333 N. Pennsylvania St., Suite 100  
 Indianapolis, IN 46204  
 Tel 317-264-1833  
[www.twgdev.com](http://www.twgdev.com)



June 24, 2020

Davin Terrell  
 [REDACTED] APT 16G  
 Clarkston, GA 30021  
 (317) 864-9159  
[\[REDACTED\]@gmail.com](mailto:[REDACTED]@gmail.com)

Dear Mr. Terrell,

The purpose of this letter is to notify you of your decision to terminate your employment with TWG Management, LLC effective today. Your last day will be today and your final paycheck will be on July 3, 2020.

**Reason for Separation: Voluntary Job Abandonment**

- On July 23, 2020 and July 24, 2020 you had 2 consecutive no-call-no-shows, meaning you did not show up to work for your scheduled shift and did not notify your supervisor.
- Per company policy, which you previously acknowledged, employees who fail to report to work or contact their direct supervisor for two (2) consecutive workdays shall be considered to have abandoned the job without notice, effective at the end of their normal shift on the second day.

**Please arrange to return all company property, including but not limited to; company cell phone, office keys and access fobs.** These items should be mailed to TWG at 1301 E Washington St., STE 100, Indianapolis, IN 46202 no later than Monday June 29, 2020.

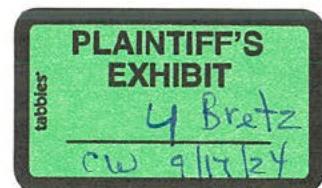
Your elected health insurance coverage with Cigna will terminate June 30, 2020. Voluntary health products are terminated immediately. If you are eligible for COBRA extended health insurance coverage, you will receive information notifying you of the enrollment process from our COBRA Administrator, BPC, in the next 45 days. Please contact BPC, 1-877-272-8880, regarding any questions on extended insurance coverage available under COBRA. For questions regarding your 401(k) funds, please contact Empower Retirement Services at 1-855-756-4738.

Please feel free to contact me directly at (317) 333-6431 concerning any questions or concerns you may have.

Sincerely,

*Holly MacDougall*

Holly MacDougall  
 Human Resources and Talent Manager  
 TWG Development, LLC



Silver Oak Apartments  
1281 Brockett Rd  
Clarkston, GA 30021-1600

Subjournal: RESIDENT  
Davin Terrell  
[REDACTED] #16-G  
Clarkston, GA 30021

### Final Account Statement

#### Ledger Account at Move out

Prorated due to move out (06/01/20 - 06/01/20)	\$28.00
Rent	\$1,676.00
Balance at Move Out	<b>\$1,704.00</b>

\* See the itemized charges for a complete listing of the work.

#### Deposit Activities

Total Deposits on hand	<b>\$0.00</b>
------------------------	---------------

#### Additional Charges/Credits/Payments after Move Out

Total additional Charges/Credits/Payments	<b>\$0.00</b>
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#### Final Account Balance

Balance at Move Out	\$1,704.00
Total Deposits	\$0.00
Total additional Charges/Credits/Payments	\$0.00
Total account balance due	<b>\$1,704.00</b>

#### FAS Prepared

Date	06/17/2020
Property Date	07/26/2023
User	Nina Robinson

#### Pay To

Silver Oak Apartments  
1281 Brockett Rd  
Clarkston , GA 30021-1600  
US

#### Lease Information | Unit 16-G

Move In	01/22/2020
Notice Given	
Lease Expires	12/31/2021
Move Out	06/01/2020
Move Out reason	Skipped without notice

Thank you for staying with us. Your final account statement resulted in the balance above. Please remit your payment to the management office. If we do not receive your payment within 30 days, the account will be turned over for collection efforts and may be subject to additional fees/penalties. If you have any questions, please feel free to contact the management office.

---

Manager

**TWG Management, LLC**  
333 N. Pennsylvania St., Suite 100  
Indianapolis, IN 46204  
T 317.264.1833  
[www.twgdev.com](http://www.twgdev.com)



January 7, 2019

**Davin Terrell**

[REDACTED]  
Norcross, GA 30093  
[REDACTED]@icloud.com  
(470) 658-6005

RE: Maintenance Technician

Dear Davin,

We are pleased to offer you the Maintenance Technician position at Silver Oak Apartments in Clarkston, GA. We would like for you to join our company full-time on Wednesday, 1/9/2019. You will be reporting to Aushiana White, Property Manager. Your base compensation for this position will be \$17.00 per hour. Earnings are paid every two weeks, and this position is non-exempt and full-time. Your scheduled work hours will be 8:00am – 5:00pm. You will also be responsible to take calls after-hours in the case of an emergency.

We provide health, dental, and vision insurance up to \$550/month for the employee only plan. You will be responsible, via payroll withholding, for any excess coverage costs you elect. The insurance plans, if used, take effect 30 days after your hire date. TWG offers a 401k plan for all full-time employees and will match employee contributions up to 4% of their annual compensation. The 401k plan takes effect 60 days after your hire date. In addition, you will receive a company cell phone. Regarding vacation and sick time, you will be entitled to 2 weeks of paid vacation and 5 days of sick time that accrues bi-weekly for your first full year of employment.

Jamie Barnes, our Payroll and Benefits Coordinator schedule a call with you during your first week to review our benefits offerings. If you have any questions or need further information, please feel free to contact me directly at (317) 333-6431.

Sincerely,

*Holly Neff*

Holly Neff  
HR and Talent Manager  
TWG Development, LLC

Agreed to and accepted on January 9, 2019

*Davin Terrell*

Shirt Size: M Jacket Size: L

TWG Management, LLC  
 333 N. Pennsylvania St., Suite 100  
 Indianapolis, IN 46204  
 Tel 317-264-1833  
[www.twgdev.com](http://www.twgdev.com)



## Maintenance Technician – Non-Exempt

**A. Purpose of Position:** TWG Management, LLC. is seeking a full-time Maintenance Technician to assist with maintenance/janitorial operations. The Maintenance Technician will be responsible for the general upkeep of the property, positive resident relations, and works in the direction of company goals. A Maintenance Technician is also responsible to complete any other assignments as directed by management.

**B. Reports to:** will be reporting to Property Manager/Area Manager

**C. Essential Duties and Qualifications:**

- HVAC & EPA certifications preferred
- Perform general punch requirements
- Grounds and equipment upkeep
- Snow removal
- Basic service requests such as: replacing light bulbs/light kits, unclogging toilets, garbage disposal installation/repair, basic water heater repair, basic cleaning and resident services
- Repair plumbing, appliance, electrical, and carpentry
- Make Ready Process: Painting, carpet repair and carpet cleaning
- Maintain work order system, logs, and other records as needed
- Timely reporting of incidents that include property loss or work related injuries
- Operates various mechanical, electrical equipment, and power/garden tools
- Must comply with all local, state, federal guidelines as well as company policies & procedures
- On call duty and weekend work schedules to be expected for emergency maintenance service

**D. Essential Qualifications**

- Must have valid driver's license, reliable transportation, and provide own vehicle for travel between apartment communities (mileage paid).
- Must be able to pass criminal background check.
- Must be able to work with moderate to minimal direct supervision.
- Able to work in fast-paced environment while remaining conscientious and adhering to policies and procedures.
- Good human relation skills demonstrating the ability to deal with residents, peers and supervisors.
- Qualified candidates must possess adequate proficiency and communication skills to deliver excellent customer service.

TWG Management, LLC  
333 N. Pennsylvania St., Suite 100  
Indianapolis, IN 46204  
Tel 317-264-1833  
www.twgdev.com



**Work environment/Physical Demands:**

The physical demands described below are representative of those that must be met by an employee to successfully perform the essential functions of this job.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions:

- The position requires the employee to work indoors and outdoors, day or night, in a wide range of temperatures and overall weather conditions. While performing the duties of this job, the employee is regularly required to stand; walk; use hands to finger, handle, or feel; reach with hands and arms and talk or hear. The employee is frequently required to climb or balance and stoop, kneel, crouch, or crawl.
- Work involves use of hand and small power tools, and involves significant amounts of bending, stretching, walking, reaching, pushing, pulling, grasping, standing, and lifting of up to 100 pounds on a regular basis.

**Disclaimer:** The above statements are intended to describe the general nature and level of work being performed by people assigned to this classification. They are not to be construed as an exhaustive list of all responsibilities, duties, and skills required of personnel so classified. All personnel may be required to perform duties outside of their normal responsibilities from time to time, as needed.

Employee Acknowledgement

 Date 1-8-19



Silver Oak Apartments

## LEASE AGREEMENT

**NOTICE: ATLANTA LAW ESTABLISHES RIGHTS AND OBLIGATIONS FOR PARTIES TO RENTAL AGREEMENTS. THIS AGREEMENT IS REQUIRED TO COMPLY WITH THE TRUTH IN RENTING ACT. IF YOU HAVE A QUESTION ABOUT THE INTERPRETATION OR LEGALITY OF A PROVISION OF THIS AGREEMENT, YOU MAY WANT TO SEEK ASSISTANCE FROM A LAWYER OR OTHER QUALIFIED PERSON.**

### **1 General Provisions**

This rental agreement shall evidence the complete terms and conditions under which the parts whose signatures appear below have agreed. The landlord/lessor/agent, TWG Management, shall be referred to as 'Owner' and the Tenant(s)/Lessee, Davin Terrell shall be referred to as 'Tenant'. As consideration for this agreement, Owner agrees to rent/lease to Tenant and Tenant agrees to rent/lease from Owner for use solely as a private residence located at [REDACTED] #16-G. The tenants lease terms will begin 01/22/2020 and will terminate on 12/31/2021.

### **2 Occupants**

Those occupying the unit are as follows:

Resident First Name	Resident Last Name
1. Davin	Terrell
2. Devin	Taylor Jr.
3. [REDACTED]	[REDACTED]
4. [REDACTED]	[REDACTED]

### **3 RENT**

The Tenant is to pay TWG Management rent in monthly installments of \$842.00 during the term of this Lease set forth in Section 1 above. The monthly installments shall be due and payable on or before the first day of each month during the term hereof. Tenant agrees to pay a late fee in the amount of \$50.00 in the event that rent is not received in the office by the 6th of the month. Resident will be charged \$0 each day after the 6th until rent is paid in full. Rent shall be paid to: 1281 Brockett Rd Clarkston, GA 30021-1600 or such other location designated in writing by the Management. The Tenant's move in prorate to pay in full is \$272.00, along with the deposit of \$300.00

### **4 UTILITIES**

The following utilities and amenities are Included in the rental charge to the Tenant:

- |  |                                |                                |   |
|--|--------------------------------|--------------------------------|---|
| <input checked="" type="checkbox"/> Water  | <input type="radio"/> Electric | <input type="radio"/> Phone    | <input checked="" type="checkbox"/> Trash |
| <input checked="" type="checkbox"/> Sewage | <input type="radio"/> Cable    | <input type="radio"/> Internet |   |





## Silver Oak Apartments

The Tenant is responsible for all other utilities, related deposits, and any charges, fees or services on such utilities. The Tenant agrees to immediately place in his or her own name the utilities for which the Tenant is responsible and to promptly pay all charges for such utilities when due. The Tenant also agrees to pay for all utility hookup and disconnection charges as they become due. The amount of any unpaid charge which under the Lease are the responsibility of the Tenant; but which are paid by the Management; shall be considered additional rent due under this Lease and shall be paid by the Tenant within ten (10) days of receipt of notice there of from the Management. There will also be an administration fee of \$25.00 for each utility bill that is paid by Management for the Tenant.

### **5 ASSIGNMENT AND SUBLETTING**

The Tenant agrees not to assign this Lease or sublet the premises.

### **6 RULES & REGULATIONS**

The Tenant agrees to comply with both the Crime Free Addendum and the Rules and Regulations attached to and forming a part of this Lease. The Tenant acknowledges that a violation of such Crime Free Addendum or Rules and Regulations by the Tenant or their guest, is a violation of this Lease and may permit the Management to terminate this Lease and initiate legal proceedings to evict the Tenant from the premises. The Tenant agrees to keep the premises in a clean and sanitary condition and comply with all applicable health laws with respect to the premises and to hold Management harmless from all fines, penalties and costs for violations or noncompliance. The Tenant shall be responsible for any damages to the premises including the common areas caused by the Tenant and/or guest, ordinary wear and tear are accepted. The cost of repairing any damage to the premises including the common areas caused by the Tenant or his/her guest(s) shall be considered additional fees due under this Lease and shall be paid by the Tenant within ten (10) days of receipt of notice thereof from the Management. The Tenant agrees not to use the premises for any purpose deemed hazardous by insurance companies carrying insurance on the project. The Tenant shall not install an air-conditioning unit in or on the premises without Management's prior written approval. The Tenant shall make no alterations, additions or improvements to the premises such as painting, decoration, lock changes or wall coverings, not place pictures, signs or fences in or about the premises without the Management's prior written approval in accordance with the current Rules and Regulations. If approval is obtained, the Tenant agrees upon vacating the premises to remove, at Management's discretion, any such fixtures, signs or fences without damage to the premises. The maintenance of animals or pets on the premises is prohibited. The Tenant shall occupy a maximum of 1 parking space with an operational vehicle only.

### **7 CONDITION OF PREMISES**

The Management shall not be liable for damage, theft or injury to person or property unless such loss results from Management's negligence or intentional misconduct. The Management recommends that the Tenant secure renter's insurance for protection of the Tenant's personal property. The Tenant acknowledges that he/she has examined the leased premises prior to signing this Lease and that the same is in good and habitable condition.

### **8 RENEWAL**

At least sixty (60) days before the end of the term of this Lease, the Tenant shall notify the Management of the Tenant's intention to either execute a new Lease for an additional one-year term at the rent set by the Landlord or to vacate the premises at the expiration of the Lease term. If the tenant fails to notify the Management of his or her intentions or has not completed the necessary recertification process as required by Section 42 (as further described in a Low Income Housing Tax Credit Program Lease Addendum), the Tenant agrees to vacate the unit at the end of the Lease Term. The Tenant shall deliver the keys to the premises to Management when Tenant vacates the premises. Any property left in, at, or about the premises when the Tenant vacates the premises shall be deemed abandoned by the Tenant. The Tenant hereby agrees to hold the Management and its agents harmless from any and all claims for return of such property or from any claims for accounting as to the proceeds, if any, from the sale of such property, it being intended hereby that the Tenant relinquishes any and all claims on behalf of the Tenant or of the Tenant's guest or invitees for damages arising out of the Management's disposition of property deemed abandoned hereunder. Until the keys to the Leased premises are returned to the Management





## Silver Oak Apartments

as evidenced by the Management's receipt thereof, the Tenant shall be bound by the terms of the Lease and the obligations to pay rent to the full extent permitted by law.

### **9 RIGHT OF ENTRY**

The Management may show the premises to prospective Tenants beginning thirty (30) days prior to the termination of this Lease during reasonable business hours and have access to the premises at all reasonable and necessary times to inspect them for any purpose connected with the repair, improvement, care and management of the premises and the building in which the premises are situated. The Management may enter the premises at any time for the purposes of effecting repairs necessary to prevent injury or damage to person or property. A service request phoned into the Site Manager by the Tenant grants permission to Management to enter the unit without further notice to the Tenant.

### **10 TERMINATION**

This Lease shall terminate upon expiration of the term hereof, or under default as described in this Lease Agreement. Upon termination, the Management shall be entitled to possession of the premises as authorized by law. The Tenant shall remain liable for any rent due during the remaining portion of the original term of this Lease, regardless of whether the Management has regained possession. The Management's rights shall be cumulative and shall not be exclusive of any other rights, remedies and benefits allowed by law.

### **11 MANAGEMENT OBLIGATION**

The Management agrees as follows:

- That the premises and all common areas are fit for the use intended by the parties to this Lease;
- To keep the premises in reasonable repair during the term of this Lease and to comply with the applicable health and safety laws of the State of ATLANTA and of the local government unit, except when the disrepair or violation of the health or safety laws has been caused by the Tenant;
- That during the term of this Lease the Tenant shall peacefully, quietly and exclusively have, hold and enjoy, for his or her used and benefit, the premises covered by this Lease.

### **12 DEFAULT**

If the Tenant should default under this Lease or if the Tenant's statements in the rental application are incorrect, Management shall have the right, among others, to terminate this Lease and to repossess the premises and cause the Tenant to vacate the premises in a manner provided by law. If this should occur, Tenant shall pay Management the expense incurred in obtaining possession of the premises and all other damages sustained by Management to the extent permitted by law. If for any reason the Tenant defaults on this Lease (including but not limited to Tenant skips or evictions for any reason) or turns in a 60-day Notice to Vacate prior to the Lease Term End, the Tenant agrees to pay a \$1,200.00 Lease buy out fee. This fee will be due upon the last day of Occupancy. In addition, if the tenant does not give sufficient notice to vacate (i.e. 60 days prior to move out) the unit deposit will be forfeited to Management.

### **13 RENTAL INCREASES**

The Management shall have the right to raise the rent at any time during the Lease term or during the term of any renewal thereof, provided that the rental increase is the result of an increase ad valorem property taxes applicable to the project, increased insurance premiums for liability, hazard or worker's compensation coverage or for an increase in consumption or rates for electricity, water or sewage use. The rental increase shall be effective thirty (30) days after the Management has provided written notification thereof to the Tenant. The Management shall have no duty to the Tenant to provide supporting data for such increase(s).

### **14 ADDITIONAL RULES & REGULATIONS**

The Management may change or adopt additional Rules & Regulations relating to the premises or the common areas which are necessary to protect the physical health, safety or peaceful enjoyment of the Tenant, his or her guests or other Tenants residing within the project. The current Rules & Regulations are attached hereto. The Management shall give at least thirty (30) days written notice to the Tenant of any changes or additions to the Rules & Regulations.





Silver Oak Apartments

**15 SALE OF PROJECT**

The Management may sell or assign the project, in which event this Lease shall continue in full force and effect between the Tenant and the Management's successor in interest. In such event the Management will transfer the Tenant's security deposit to the purchaser or assignee and the Management shall thereupon be relieved of any further responsibilities with respect to the security deposit.

**16 MILITARY CLAUSE**

The Tenant may terminate their tenancy if they are enlisted or are drafted or commissioned and on active duty in the U.S. Armed Forces. Tenant also may terminate tenancy if: (1) (i) a member of the U.S. Armed Forces or reserves on active duty or (ii) a member of the National Guard called to active duty for more than 30 days in response to a national emergency declared by the President; and (2) (i) receive orders for permanent change-of-station, (ii) receive orders to deploy with a military unit or as an individual in support of a military operation for 90 days or more, or (iii) are relieved or released from active duty. Upon these requirements, Tenant may terminate this lease upon giving thirty (30) days written notice to the Landlord. Tenant must furnish a copy of his/her military orders, such as permanent change-of-station orders, call-up orders, or deployment orders or written notification from Tenant's commanding officer. Military permission for base housing does not constitute change-of-station order. After you move out, Owner will return your security deposit, less lawful deductions. For the purposes of this Lease Contract, orders described in (2) above will only release the resident who qualifies under (1) and (2) above and receives the orders during the Lease Contract term and such resident's spouse or legal dependents living in the resident's household. A co-resident who is not your spouse or dependent cannot terminate under this military clause. Even if you are entitled to terminate your tenancy under this paragraph, liquidated damages for making a false representation of the above will be the amount of unpaid rent for the remainder of the lease term when and if you move out. Tenant must immediately notify Owner if Tenant is called to active duty or receive deployment or permanent change-of-station orders.

**17 DAMAGE TO THE PREMISES**

If the premises or any part of them are damaged by fire or other casualty, but can be restored to habitable condition, the Management shall repair the premises with reasonable dispatch and the Tenant's obligation to pay rent shall be suspended during the period that the premises remains inhabitable. If the premises are destroyed by fire or other casualty or if the premises, in the Management's opinion, cannot be restored to habitable condition within one-hundred twenty (120) days from the date that the Tenant is forced by the casualty to vacated the premises, either party may terminate this Lease by written notice to the other party.

**18 SUBORDINATION OF LEASE**

This Lease is and shall be subordinate to any mortgage now or after the date of this Lease executed and recorded with respect to the project. The lien of any mortgage or mortgages, upon recording shall be superior and prior to this Lease or any right created by this Lease, regardless of the date of recording. The Tenant agrees to execute any instrument deemed necessary or desirable to further effect the subordination of this Lease to any such mortgage or mortgages without charge, and refusal to execute such instrument shall entitle Management or Management's successors, assignees or legal representatives to cancel this Lease without incurring any expense or damage. The term of this Lease is expressly limited by this requirement.

**19 WAIVER OF SUBROGATION**

Each party releases the other party from any liability or loss, damages or injury caused by fire or other casualty for which insurance (permitting waiver of liability and waiver of insured right of subrogation) is carried by the insured party to the extent of any recovery by the insured party under such insurance policy. Management, at its sole expense, shall obtain fire and extended coverage insurance covering the buildings in the project. Tenant, at Tenant's sole expense, is advised to obtain fire and extended coverage insurance covering Tenant's personal property in the premises and at the project.

**20 EMINENT DOMAIN**

If any part of the premises is condemned by any government authority; then this Lease shall terminate as of the date that possession is taken by the government authority.





Silver Oak Apartments

**21 SEVERABILITY**

If any provision of this Lease should be or become invalid, such invalidity shall not in any way effect any other provisions of this Lease which shall continue to remain in full force and effect.

**22 MODIFICATIONS**

No modification (with the exception of the revised Rules & Regulations from time to time) of this Lease shall be binding unless in writing signed by the Tenant and by an authorized agent of the Management.

**23 LIABILITY**

In the event that this Lease should be signed as Tenant by more than one person, then the liability of the persons signing shall be joint and several.

**24 STORAGE OF PROPERTY**

If Management should provide storage space, Tenant's property shall only be stored in the space designated by Management. This storage space shall be subject to all applicable provisions of this Lease.

**25 NOTICE OF INJURIES**

In the event of any injuries to Tenant or Tenant's family, guests or invitees or in the event of any damage to any of their property that is allegedly caused by the negligence of Management or its agents or employees, Tenant shall give Management a written notice of the occurrence of the injury or damage within five (5) days of the happening thereof. The written notice shall be delivered to Management at the Management's office set forth in Paragraph 2 above, or at such other address which Management should hereafter furnish in writing to the Tenant.

**26 CHECKLIST**

Management will provide Tenant with a Move-In Checklist at the execution of this Lease. The Tenant should complete the checklist noting the conditions of the premises with a representative of Management at the time of lease signing. Tenant is entitled to request and receive a copy of the last termination inventory checklist which shows what claims were chargeable to the last prior Tenant.

**27 MANAGEMENT**

The party described as Management in this Lease is either the Owner or Landlord of the project or the authorized representative of the Owner and Landlord.

**28 ENFORCEMENT OF LEASE TERMS**

The failure of the Management to enforce or demand strict performance of the terms, covenants, agreements and conditions contained in this Lease shall not constitute or be construed as a waiver or relinquishment of the Management's right to enforce such terms, covenants, agreements and conditions which shall remain in full force and effect whether or not enforced.

**29 NOTICE TO MANAGEMENT**

Notices to the Management must be in writing and sent by mail to the Management office or the following address:

Silver Oak Apartments—OFFICE  
1281 Brockett Rd Clarkston, GA 30021-1600

**30 SECURITY DEPOSIT**

The security deposit required of you will be deposited in the following regulated financial institution or is covered by a surety bond issued by:

Centier  
1 N Pennsylvania Street  
Indianapolis, IN 46204





NOTICE TO TENANT; YOU MUST NOTIFY MANAGEMENT IN WRITING WITHIN 4 DAYS AFTER YOU VACATE THE PREMISES OF A FORWARDING ADDRESS WHERE YOU CAN BE REACHED AND WHERE YOU WILL RECEIVE US MAIL, OTHERWISE MANAGEMENT SHALL BE RELIEVED OF SENDING YOU AN ITEMIZED LIST OF DAMAGES AND THE PENALTIES ADHERENT TO THAT FAILURE.

This lease has been signed by the Tenant and by the Management's authorized agent as of the date set forth in paragraph 1 above.

By:

Authorized Agent

Tenant

1-22-20

Date

Tenant

1/22/20

Date

Tenant

Date

Tenant

Date





Silver Oak Apartments

**APARTMENT RULES & REGULATIONS**

The following Rules & Regulations apply to all Tenants, all members of the Tenant's household and all of the Tenant's relatives, guests, invitees or other agents. Tenants shall be responsible for the actions and conduct of all members of the Tenant's household and all of the Tenant's relatives, guests, invitees or other agents. Violation of these Rules & Regulations by the Tenant, any member of the Tenant's household, or Tenant's relatives, guests, invitees or other agents may result in the termination of the Tenant's residency. "Tenant" is used in these Rules & Regulations and includes Tenants, all members of Tenant's household, and all of Tenant's relatives, guests, invitees or other agents.

1. Tenants are responsible for damage caused to the Property while in possession of the unit. This includes damage to the unit from theft and vandalism. Tenant should take care to secure unit at all times, and is hereby advised to activate an alarm with the alarm company of their choice, and to obtain a "Renter's Insurance" policy to cover Tenant's personal belongings.
2. Management and its Management Company are empowered to enforce these Rules & Regulations. All Rules & Regulations shall apply at all times. Management shall have the right to change the Rules & Regulations after a thirty (30) day written notice to Tenant. Tenants may appeal changes in the Rules & Regulations in writing to the Manager.
3. Tenant shall, at all times, provide appropriate adult supervision of all minor children of the Tenant's household and of all Tenant's guests who are minor children, whether said minor children are with the Tenant Unit or in the common areas.
4. No animals (including mammals, reptiles, birds, fish, rodents and insects) are allowed, even temporarily, anywhere in the apartment or apartment community unless we've so authorized in writing. If we allow an animal, you must sign a separate animal addendum, which may require additional deposits, rents, fees or other charges. You must remove an illegal animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. We will authorize an ADA-certified service animals. We may require a written statement from a qualified professional verifying the need for the support animal.
5. The trees, shrubbery and planted areas are a vital and valuable part of the Apartment Community. Tenant shall not damage, deface or mutilate any of the trees, shrubbery or planted areas. Tenant shall not use the outside water faucets without prior written consent of Management. The cost of repair or replacement of damage as described in this paragraph shall be paid by Tenant upon receipt of a bill from Management.
6. All common grounds, including but not limited to, courtyards, lawn areas, dog parks, etc., shall remain undisturbed by Tenant and guests of Tenant. Digging and/or disrupting the soil is not permitted.
7. Laundry work shall be done by the Tenant only in the rooms provided for such purpose at the Apartment Community. Washing machines, dryers and other laundry equipment shall only be used and operated in the rooms provided for such purpose. Tenant shall remove Tenant's belongings immediately after using the laundry equipment so as to enable other Tenants to use the equipment. Tenant shall leave all laundry equipment in a clean and neat fashion for use by the next Tenant.
8. None of Management's equipment may be removed from the premises or any part of the building in the Apartment Community. All such equipment shall be permanently retained in its original location.
9. Newspapers, cans garbage and other refuse must be placed in plastic bags and deposited in containers provided by Management for that purpose and the Tenant shall keep the container lid, if any, tightly closed at all times. Tenant shall comply with governmental regulations relating to disposal by Tenant of garbage and other refuse. No litter, ashtrays or any other refuse shall be dumped or disposed of in any parking areas or other common areas of the Apartment Community. The cleanup cost for items described in this paragraph shall be paid by Tenant upon receipt of bill from Management.
10. Tenant shall not store any kerosene, gasoline or other flammable or explosive material in the premises or Apartment Community.





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11. None of the Tenant's personal property, of any kind, shall be kept on the lawns, sidewalks, flower gardens or common areas.
12. Tenant shall only cook or bake in the kitchen of the premises, no barbecue (charcoal or gas) grills, smokers or any other type of open flame cooking or warming units are allowed.
13. Only those persons listed as occupants in the Tenant's application for residency shall be allowed as household occupants to occupy the premises without prior written consent of Management. Violation of this provision may cause guest(s) to be counted as household members, if qualified, or at Management's option, the tenancy may be terminated. Tenants shall not give accommodations to boarders, roomers or lodgers. Guests will not be allowed to stay more than one week within a three-month period.
14. No Tenant shall do or permit anything to be done in or about the premises, or bring or keep anything therein which will in any way increase the rate of fire insurance on the Apartment Community or on the property therein. No Tenant shall perform any act in violation of any insurance policy upon the buildings in the Apartment Community.
15. Tenant shall report immediately to Management and to the appropriate health authorities any case of infectious or contagious disease occurring within the premises.
16. In addition to the Crime Free Addendum signed by the Tenant, the following conduct by a Tenant shall be grounds for termination of residency, as permitted by law:
  - a. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other Tenants; and
  - b. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of their residences of persons residing in the immediate vicinity of the Apartment Community; and
  - c. Any criminal activity that threatens the health or safety of any on-site Management staff responsible for managing the Apartment Community; and
  - d. Any drug related criminal activity on or near the Apartment Community, engaged in by a Tenant. Drug related criminal activity means drug abuse, alcohol abuse, the illegal manufacture, sale, distribution, use or possession with the intent to manufacture, sell, distribute or use of controlled substance as defined in section 102 of the Controlled Substances Act, 21 U.S.C. 802. The term "controlled substance" shall also have the meaning as described in MCLA 600.5714(b).
17. Tenant shall not abuse Management's agents, employees or other persons on the premises. "Abuse" includes but is not limited to assaulting, battering, unwanted touching, emotional harassment, vulgar language or excessive verbal abuse, or threats of assault, battery or harm.
18. Non-payment or repeated late payment of rent or default in any other financial obligation due under the Lease and these Rules & Regulations beyond any grace period constitutes material non-compliance with the Lease and is good cause for termination of residency.
19. Tenant shall be responsible for all actions of his/her guests while guests are on the premises whether in the Tenant's unit or while in the common areas. Any action of the Tenant's guests that would be material non-residency.
20. Tenant shall immediately report to Management any accident, injury or damage to water pipes, toilets, drains, fixtures, electrical wiring or fixtures and any other property of Management. Tenant shall not make or cause any alterations to water pipes, toilets, drains, fixtures, electrical wiring or fixtures or other property of the Management.
21. No vehicle shall be operated at a speed in excess of fifteen (15) miles per hour on the driveways, parking areas or other parts of the Apartment Community.
22. All vehicles must be registered with Management identifying the owner of said vehicle, year, make, model and license plate number. All vehicles must be operable, registered and licensed. Management shall have the right to remove all inoperable or unregistered or unlicensed vehicles from the premises at the Tenant's sole expense and Tenant must reimburse Management for all costs incurred in removing the said vehicle. No





## Silver Oak Apartments

- vehicle shall be parked or driven on landscaped surfaces, including lawns or gardens. All vehicles must display an Apartment Community parking sticker at all times.
23. No car or vehicle repairing, polishing or washing shall be done at any time in or about the Apartment Community. Tenant shall place cardboard or other protective material to protect the pavement from parked vehicles that leak oil or Management shall have the right, among others, to have the vehicle towed away and stored at the Tenant's sole expense in a lawful manner.
  24. Trucks, commercial vehicles, trailers, mobile homes, recreational vehicles or boats shall not be parked in any parking space at the Apartment Community without the Management's prior written approval. If any vehicle is parked in the Apartment Community contrary to this provision, Management shall have the right, among others, to have the vehicle towed away and stored at the Tenant's sole expense in a lawful manner.
  25. No riding of bicycles on the lawns, parking areas or planted areas shall be permitted. Bicycles shall be kept in areas designated by Management for such purpose and at no time will bicycles be permitted in or about the front entrance or any building at the Apartment Community. No baby carriages, bicycles, velocipedes or other large articles shall be allowed in halls, passageways, stairways or any building or in any lawn or planted area in the Apartment Community. Use of skateboards, roller blades or similar equipment is specifically prohibited throughout the Apartment Community.
  26. The use of firearms, BB guns, pellet guns, paintball guns, sling shots or arrows is prohibited in the Apartment Community. Use of any of these items is basis for immediate termination of the tenancy.
  27. Nothing shall be done by the Tenant in or about any building in the Apartment Community which will interfere with the rights, physical health, safety, peaceful enjoyment, comfort or convenience of other Tenants. No musical instruments, radios, televisions or other device shall be operated and no cooking equipment shall be utilized in a manner that is disturbing or annoying to other Tenants nor shall any Tenant make any disturbing noises or created any annoying odors at any time. Tenants shall keep the entry door to their premises closed except during ingress and egress from the premises.
  28. Tenant shall keep the Apartment unit clean, safe and sanitary both inside and outside including yards, which are defined as the lawn from the Apartment walls extended to the street and/or distance half way to the next building (not to exceed 50 feet). Boundary lines shall overlap by 3 feet.
  29. The sidewalks, entrances, passages, courts, vestibules, stairways, doors, corridors and halls shall not be obstructed or blocked open or encumbered or used by Tenant for any purpose other than ingress and egress to and from the leased premises. All Tenant's boots, overshoes, throw rugs, umbrellas and other personal property shall be kept within the premises at all times.
  30. No person shall play in any area other than those specifically provided for such purpose by Management. Playing in the halls, entrances, laundry rooms, dumpsters, stairways or basements of the buildings in the Apartment Community is expressly prohibited. Minors must be appropriately supervised at all times while playing in the area provided by Management.
  31. Tenant shall not smoke any tobacco products in the entrances, passages, hallways, stairways, corridors, lobbies, laundry areas, community rooms, Tenant Manager's office or any other common area of the Apartment Community.
  32. Tenant shall be responsible for and shall pay the cost of any loss or damage to any person or real property of other Tenants, Management or the Apartment Community caused by the Tenant's intentional or negligent conduct, including leakage from any approved waterbed maintained by the Tenant, and including conduct which caused any fire/emergency equipment to begin operating. The cost of the repair or replacement of damages as described in this paragraph shall be paid by Tenant upon receipt of bill from Management. If Tenant fails to pay the amount owed for repair of damages caused by Tenant, the Management may take legal action to collect the amount due. Substantial, repeated or intentional damage to the premises, property of others or any portion of the Apartment Community constitutes material non-compliance with the Lease and is good cause for the termination of the tenancy.





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33. Tenant's personal property shall not be placed or stored in the windowsills. Tenant shall install no additional air conditioning units without the prior written approval of Management. No tablecloths, clothes, laundry, curtains, rugs or other personal property of the Tenant shall be shaken or hung from the windows or doors.
34. Tenant shall be responsible for and shall pay the cost of any loss or damage to any person or real property of other Tenants, Management or the Apartment Community caused by the Tenant's intentional or negligent conduct with window accessibility. Tenant shall take the necessary precautions to prevent their property, window treatments, debris, or persons from falling from the windows or doors of the premises. Tenant understands selected windows are accessible to open and may not be consistent throughout apartment unit or community. Tenant shall not sweep or throw from the premises any dirt or other substances into any of the corridors, halls, stairways, entrances, light shafts, ventilators or elsewhere in any building in the Apartment Community.
35. Tenant shall not cause substantial or repeated physical damage to the premises or any portion of the Apartment Community.
36. Tenant shall not cause substantial or repeated physical damage to the property of others.
37. No sign, illumination, advertisement, notice or other lettering or equipment shall be exhibited, inscribed, painted or affixed or exposed by Tenant on or at any window or on any part of the outside or inside of the premises or any building within the Apartment Community.
38. No shades, awning or any other projection including air conditioners or radio antennas or wiring shall be placed upon or attached to or extended from the outside walls or roof of the premises or any building at the Apartment Community without the Manager's prior written permission. No signs or medallions of any kind shall be installed in the balls, on the mailbox, or the doors or windows of the premises of any area outside of the premises.
39. Management shall retain a pass key to the premises. No Tenant shall add, remove or alter any lock or install a new lock or knocker on any door of the premises within the Apartment Community. Tenant shall be responsible for the replacement of any lost keys provided by Management. Tenant shall be charged a lock out fee of \$50.00 if lockout is before or after normal business hours. The cost of a lockout as described in this paragraph shall be paid by Tenant upon receipt of a bill from Management. Lost keys and/or entry key cards will result in the following charges added onto their account:

**Mailbox Keys - \$15.00 to change lock and issue 1 new key  
 Entry Keys - \$75 to change locks and issue 2 new keys  
 Key cards for Entry into Building - \$25.00 per card**

40. Furniture and personal property must be stored inside the Tenant apartment.
41. Window blinds are supplied by Management to the Tenant at move in at no cost. Blinds must remain in the windows at all times. Damaged blinds must be replaced by the Tenant at the Tenant's sole expense. Tenant may install draperies at Tenant's sole expense. At no time shall sheets be used as draperies on any window or doorways in the premises.
42. Tenant shall not tamper with, alter or deactivate the smoke alarm/detectors or the carbon monoxide alarms/detectors located in the common areas and individual units within the Apartment Community. Any such conduct constitutes material non-compliance with the lease and is cause for termination of the tenancy.
43. Tenant shall not tamper with, alter or deactivate the heating units or security cameras located in the common areas of the Apartment Community. Any such conduct constitutes material non-compliance with the lease and is cause for termination of tenancy.
44. Tenant shall not use waterbeds without Management's prior written consent. Management may deny a request by a Tenant to use a waterbed for any reason, including the lack or adequate renter's insurance. If the Tenant uses a waterbed, the Tenant shall obtain renter's insurance to cover any damages to the premises or property of other Tenants due to waterbed leakage. Tenant shall be responsible for all damage caused by use of waterbeds including, but not limited to leakage from a waterbed, water damage caused by draining a





## Silver Oak Apartments

- waterbed or damage caused by the weight of a waterbed. The cost of repair or replacement of damages as described in this paragraph shall be paid by Tenant upon receipt of a bill from Management.
45. Tenant shall be responsible for all damages beyond normal wear and tear to the premises, stairway, hallways and any part of the Apartment Community which may be caused by the Tenant, including but not limited to damages caused by moving furniture or other bulky articles and fire damage caused by Tenant.
  46. No spikes, tacks, screws, hooks or nails shall be driven into the walls, ceiling, woodwork or doors of the premises except that Tenant may insert a reasonable number of small nails into the walls for the purpose of hanging pictures, mirrors and/or decorative accessories. Tenant shall not otherwise mar or deface the walls, ceiling or woodwork. Tenant shall not use Scotch tape, stickers, adhesive or picture hangers on the walls nor adhesive contact paper on the walls, shelves or in the drawers. Tenant shall only have a telephone installed at the pre-wired location in the premises.
  47. The toilets, basins and other plumbing fixtures shall not be used for any other purpose than those for which they were designed; no sweeping or putting rubbish, rags, diapers, paper towels or other improper articles into any of them. The cost of replacement of damage and /or labor charges as described in this paragraph shall be paid by the Tenant upon receipt of a bill from Management.
  48. Owner shall dispose of any items left in Apartment when the Tenant moves.
  49. Owner is not responsible for personal property left with employees.
  50. Tenant shall not loan out their keys or building entry key cards. Keys and building entry key cards are for the Tenant's use only.
  51. All entry doors are to remain unobstructed and locked at all times. Anyone found to be tampering with the entry doors will be in direct violation of their lease agreement.
  52. These Rules and Regulations are incorporated into and made a part of the Lease between the parties and may be updated or altered with notice to the Tenant at any time.

TENANT SHOULD READ EACH OF THE RULES & REGULATIONS CAREFULLY. TENANT'S SIGNATURE BELOW CERTIFIES THAT TENANT HAS READ, UNDERSTANDS AND AGREES (WHERE APPLICABLE) TO FOLLOW ALL THE RULES & REGULATIONS. TENANT UNDERSTANDS THAT VIOLATION OF ANY ONE OF THESE RULES & REGULATIONS IS GROUNDS FOR EVICTION.

Davin Taylor Jr  
Tenant

1-22-20  
Date

Davin Taylor Jr  
Tenant

1/22/20  
Date

Tenant

\_\_\_\_\_

Sherrill Chisholm  
Owner / Agent of Owner

1/22/2020  
Date





**LEASE ADDENDUM – RENT COLLECTION POLICY**

1. Rent is due in full on the FIRST (1<sup>st</sup>) day of each month. Rent payments should be made payable as follows:  
**Silver Oak Apartments  
1281 Brockett Rd**
1. The Lease allows a **FIVE (5) day GRACE PERIOD** after which an administration fee of **50.00** is charged. Resident will be charged \$0 each day after the 6th until rent is paid in full. All Residents with a delinquent balance after the **FIFTH (5<sup>th</sup>) day** of the month will receive a delinquency notice. Proceedings to terminate the residency will begin on the 16<sup>th</sup> day of the current outstanding month if rent has not been paid in full.
2. Tenant delinquent in rental payments will be turned over to Legal Counsel for the purpose of initiating eviction proceedings ten (10) days after the Demand for Possession notice is mailed. **THE TENANT WILL BE RESPONSIBLE FOR ALL ALLOWABLE LEGAL FEES AND THEY MUST BE PAID IN FULL TO AVOID COURT PROCEEDINGS. PERSONAL CHECKS ARE NOT ACCEPTED IF RECEIVED AFTER THE TEN (10) DAYS GIVEN IN THE DEMAND FOR POSSESSION. AFTER THAT DATE, YOU MUST PAY BY EITHER MONEY ORDER OR CASHIER'S CHECK.**
3. Silver Oak Apartments or other Owner's Representative reserves the right not to renew the Lease Agreement of any Tenant who has received three (3) delinquency notices within a twelve (12) month period.
4. Silver Oak Apartments or other Owner's Representative reserves the right to immediately terminate the tenancy of any Tenant whose non-payment of rent has resulted in the filing of eviction proceedings on more than one (1) occasion.
5. In the event that a Tenant's check is returned from the financial institution it is drawn on for any reason, Management will not redeposit the check. An Administration fee of \$35.00 will be charged when a check is not honored for payment and the rent will be considered late and the appropriate fees will apply. In addition, a fee equal to the amount charged to Management by the financial institution will be imposed. If more than one (1) check is returned due to insufficient funds or for any other reason within a twelve (12) month period, the Tenant will be required to make all future rental payments by money order, certified check or cashier's check.
6. Waiver: should Management waive any provisions of this policy, such waiver shall not be construed as a waiver of a further breach of such provisions or a waiver of any other provisions of this policy.

I CERTIFY THAT I HAVE READ AND UNDERSTAND THIS ADDENDUM 1 TO THE LEASE AGREEMENT REGARDING THE RENT COLLECTION POLICY AND HAVE RECEIVED A COPY.

Tenant

Darr Taylor Jr.

1-22-20

Date

Tenant

1/22/20

Date

Tenant

Date

Tenant

Date

Owner / Agent of Owner

1/22/2020

Date





## CRIME FREE LEASE ADDENDUM

In consideration of the execution of a Lease Agreement between **Silver Oak Apartments** ("Owner") and Tenant, the Owner and Tenant agree as follows:

1. The Tenant shall agree not to engage personally in or permit any unlawful activities in the dwelling unit, in the common areas, on or off the project grounds. Such activities include, but are not limited to those items listed in paragraph 3 below.
2. The Tenant, any member of the Tenant's household or a guest or other person under the Tenant's control shall not engage in any act intended to facilitate criminal activities including drug related criminal activity and acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms on or off the project premises. In addition, if Tenant allows a guest who has been banned and/or trespassed from the property inside their unit they will be in violation of their lease and subject to eviction.
3. The Tenant shall not knowingly permit any member of the Tenant's household, or a guest or other person under the Tenant's control to engage in unlawful activity, including drug related criminal activity, in the unit, in the common areas, on or off project grounds. Unlawful activities include but are not limited to; acts of violence that damage or destroy the dwelling unit or disturb or injure other Tenants or anyone else in the unit, common areas or the project grounds. Drug related criminal activity include but are not limited to, illegal manufacture, sale, distribution, use or possession with the intent to manufacture, sell, distribute or use a controlled substance (as defined in Section 102 of the Controlled Substances Act 21. USC 802). Tenant further agrees and understands that this Apartment Community is designated a Drug Free Zone.
4. Violation of the above provisions shall be a material violation of the Lease Agreement and substantiate good cause for termination of tenancy. It is understood and agreed that a single violation of any provision of this addendum shall be deemed a serious violation and a material non-compliance with the Lease and is justifiable cause for termination of tenancy.
5. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence as determined by the Owner or their representative at their sole discretion.
6. In case of conflict between the provisions of this Crime Free Addendum and any other provisions of this Lease, the provisions of the Crime Free Addendum shall govern.
7. This Crime Free Addendum is incorporated into the Lease executed or renewed this day between the Owner and Tenant.

D. Terrell  
Tenant

1-28-20

Date

Darin Taylor Jr.  
Tenant

1/22/20

Date

Tenant

Date

Jessie Cheeks  
Tenant  
Owner / Agent of Owner

1/22/2020

Date





**RENTER'S INSURANCE LEASE ADDENDUM**

The most widespread misconception of renters is that personal property damaged by smoke, fire, explosion, weather, vehicles, vandalism, electrical/plumbing/HVAC mishaps, etc. will be covered by the Landlord's insurance policy. This is not accurate. The Landlord's insurance policy protects the Landlord's interest only.

Apartment building owners carry insurance on their buildings and their property within the building or rental unit, but not on your personal property. We strongly recommend obtaining renters insurance upon lease signing.

The Renter's Insurance Addendum serves as acknowledgement that **Silver Oak Apartments** has explained to you the importance of renter's insurance and that we will not be responsible for damages caused to you or your personal property.

Tenant

Darin Taylor Jr.

Tenant

Tenant

Tenant

Sheresa Crooks

Owner / Agent of Owner

1-20-20

Date

1/22/20

Date

Date

1/22/2020

Date



14

Davin Terrell

Revision Date: 04/2018





#### SMOKE ALARM LEASE ADDENDUM

Property functioning smoke alarms provide an early warning system and reduce the risk of potentially dangerous situations related to fire.

#### DO NOT DISABLE OR DISCONNECT YOUR SMOKE ALARM FOR ANY REASON

It is understandable that your alarm may signal due to cooking or even a hot shower, though these are not viable reasons to disable your alarm. Possible suggestions to preventing such false alarms range from making use of your exhaust fan to just opening a window. Removing the battery of your smoke alarm should never be a consideration.

It is important to make sure that your smoke alarm is in working condition. In order to test the alarm, simply press and hold the red button on the outside of the alarm. If you hear the alarm sound, this means it is in proper working order. If it does not sound or you hear an intermittent beeping sound, please notify the office immediately for repair or replacement.

Fire extinguishers are provided in your unit and in the common hallways. You must inform Management within 24 hours if they have been discharged. Failure to do so could result in Lease termination.

*If it is reported to Management that the smoke alarm is not working properly, Management shall replace it free of charge. If it is discovered by Management that the smoke alarm has been disabled, disconnected or tampered with, there will be a charge to the Tenant for time and supplies to correct the problem.*

REMEMBER – SMOKE ALARMS SAVE LIVES AND PROPERTY

Davin Taylor Jr.  
Tenant

1-22-20

Date

Davin Taylor Jr.  
Tenant

1/22/20

Date

Tenant

Date

Sheron Crooks  
Owner / Agent of Owner

1/22/2020





#### MOLD PROVISIONS LEASE ADDENDUM

Tenant hereby acknowledges and agrees that Tenant is responsible for the prevention and/or control of mold growth within the leased premises that are under the Tenant's care, custody and/or control.

Accordingly, it is the Tenant's responsibility to maintain the leased premises in a clean and healthy manner, and to promptly report any and all instances of water damage, including but not limited to water leaks, broken seals, worn caulk and the like. Tenant's failure to report any instances of water damages to the Management within twenty-four (24) hours of Tenant's discovery of such damages will be deemed to be a breach of the Lease Agreement by Tenant.

Tenant further acknowledges and agrees that Tenant will be responsible for any and all damages, including, but not limited to damages to the property, including the leased premises and other apartments and common areas, loss of use, loss of value, personal injury, adverse health effects, loss of income, emotional distress, death and any other damages that may result, in whole or in part, from the Tenant's failure to comply with this Mold Provisions Addendum of the Lease Agreement.

Davin Terrell  
Tenant

1-22-20

Date

Davin Taylor Jr.  
Tenant

1/22/20

Date

Tenant

Date

Shawn Creech  
Tenant

1/22/2020

Date

Owner / Agent of Owner





**LEASE ADDENDUM FOR UNITS PARTICIPATING IN GOVERNMENT REGULATED AFFORDABLE HOUSING  
PROGRAMS (SECTION 42 LOW-INCOME HOUSING TAX CREDIT)**

- 1. ADDENDUM.** This is an addendum to the lease contract executed by **Davin Terrell** (LESSEE) and Silver Oak Apartments (LESSOR) for the dwelling located at [REDACTED] #16-G Clarkston, GA 30021
- 2. PARTICIPATION IN GOVERNMENT PROGRAM.** We, as the agents for the dwelling you are renting, are participating in a government regulated affordable housing program. This program requires both you and us to verify certain information and to agree to certain provisions contained in this addendum.
- 3. ACCURATE INFORMATION IN APPLICATION.** By signing this addendum, you are certifying that the information provided in the supplemental rental application and on all other forms regarding your household annual income and assets is true and accurate.
- 4. FUTURE REQUESTS FOR INFORMATION.** By signing this addendum, you agree that the annual income and other eligibility requirements for participation in this government regulated affordable housing program are substantial and material obligations under the Lease Contract. You agree to comply promptly with all requests for information regarding annual income and eligibility, including requests by the Owner/Agent and the appropriate government monitoring agency. These requests may be made to you now and at any time during the Lease Contract term or renewal period.
- 5. INCOME INCREASES.** By signing this addendum, you understand that your income is allowed to increase up to 140% of the current applicable income limit and still remain income eligible. Further, if your state agency requires additional restrictions, your income may not increase above the current applicable income limit and remain income eligible. If your income increases above 140% of the maximum allowable income as governed by the Section 42 Low-Income Housing Tax Credit Program (or current income limit for stricter state specific requirements), management may increase your rent to the maximum allowable Housing Credit rent with a 30-day notice, and may later convert the unit into a market rate unit and/or a higher rent set aside.
- 6. INACCURATE INFORMATION AS GROUNDS FOR EVICTION.** If you refuse to answer or if you do not provide accurate information in response to these requests, it will be considered a substantial violation of the Lease Contract and good cause for termination of tenancy through eviction or non-renewal of lease, regardless of whether the inaccuracy of the information you furnished was intentional or unintentional.
- 7. HOUSEHOLD STUDENT STATUS.** Section 42 Low-Income Housing Tax Credit Program requirements state that households consisting entirely of full-time students must meet certain eligibility requirements to be program qualified. By signing this addendum, you agree that if any adult household member becomes a full-time student during the lease period or if the current student status of any household member changes, you must immediately notify management. At such time, your continuing eligibility according to program requirements will be reviewed. If it is determined that you no longer qualify for the program, management will issue a thirty (30) day notice to vacate the unit.
- 8. ANNUAL INSPECTIONS.** By signing this addendum, you are agreeing to allow the Owner/Agent to conduct periodic inspections of your unit with prior 24-hour notice, except when emergency situations make such notices impossible. Additionally, your unit may be selected for inspection during periodic inspections by the appropriate government monitoring agency.





Silver Oak Apartments

D. Terrell  
Tenant

Davin Taylor Jr.  
Tenant

Tenant

Tenant

Sherry Crooks  
Owner / Agent of Owner

1-22-20  
Date

1/22/20  
Date

Date

1/22/2020  
Date





#### BED BUG LEASE ADDENDUM

**PLEASE NOTE:** It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for any bed bugs in your dwelling or surrounding dwellings. This addendum contains important information that outlines your responsibility and potential liability with regard to bed bugs.

**1. PURPOSE:** This addendum modifies the Lease Contract and addresses situations related to bed bugs (*cimex lectularius*) which may be discovered infesting the dwelling or personal property in the dwelling. You understand that we relied on your representations to us in this Addendum.

**2. INSPECTION:** You agree that you: (check one)

Have inspected the dwelling prior to move in and that you did not observe any evidence of bed bugs or bed bug infestations; OR

Will inspect the dwelling within 48 hours after move-in and notify us of any bed bugs or bed bug infestation.

**3. INFESTATIONS:** You agree that you have read the information on page two of this addendum about bed bugs and:

You are not aware of any infestation or presence of bed bugs in your current or previous apartment home or dwelling. You agree that you have not been subjected to conditions in which there was any bed bugs infestation or presence. OR

You agree that if you previously lived anywhere that had a bed bug infestation that all of your personal property (including, furniture, clothing and other belongings) has been treated by a licensed pest control professional. You agree that such items are free of further infestation. If you disclose a previous experience of bed bugs infestation, we can review documentation of the treatment and inspect your personal property and possessions to confirm the absence of beg bugs. You agree that any previous bed bug infestation which you may have experienced is disclosed here.

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**4. ACCESS FOR INSPECTION AND PEST TREATMENT:** You must allow us and our pest control agent's access to the dwelling at reasonable times to inspect for or treat bed bugs as allowed by law. You and your family members, occupants, guest, and invitees must cooperate and will not interfere with inspections or treatments. We have the right to select any licensed pest control professional to treat the dwelling and building. We can select the method of treating the dwelling, building and common area for bed bugs. We can also inspect and treat adjacent or neighboring dwellings to the infestation even if those dwellings are not the source or cause of the known infestation. You are responsible for and must, at you own expense, have your own personal property, furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm that we approve. You must do so as close as possible to the time we treat the dwelling(s). If you fail to do so, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract. You agree not to treat the dwelling for bed bug infestation on your own.

**5. NOTIFICATION:** You must promptly notify us:

- Of any known or suspected bed bug infestation or presence in the dwelling, or in any of the clothing, furniture or personal property.
- Of any recurring or unexplained bites, stings, irritations, or sores of the skin or body which you believe is caused by bed bugs, or by any condition or pest you believe is in the dwelling.





Silver Oak Apartments

- If you discover any conditions or evidence that might indicate the presence or infestation of bed bugs, or of any confirmation of bed bug presence by a licensed pest control professional or other authoritative source.

**6. COOPERATION.** If we confirm the presence or infestation of bed bugs, you must cooperate and coordinate with us and our pest control agents to treat and eliminate the bedbugs. You must follow all directions from us or our agents to clean and treat the dwelling and building that are infested. You must remove or destroy personal property that cannot be treated or cleared as close as possible to the time we treated the dwelling. Any items you remove from the dwelling must be disposed of off-site and not in the property's trash receptacles. If we confirm the presence or infestation of bed bugs in your dwelling, we have the right to require you to temporarily vacate the dwelling and remove all furniture, clothing and personal belongings in order for us to perform pest control services. If you fail to cooperate with us, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract.

**7. RESPONSIBILITIES:** You may be required to pay all reasonable cost of cleaning and pest control treatments incurred by us to treat your dwelling unit for bed bugs. If we confirm the presence or infestation of bed bugs after you vacate your dwelling, you may be responsible for the cost of cleaning and pest control treatments. If we must move other residents in order to treat adjoining or neighboring dwellings to your dwelling unit, you may be liable for payment of any lost rental income and other expenses incurred by us to relocate the neighboring residents and to clean and perform pest control treatments to eradicate infestation in other dwellings. If you fail to pay us for any costs you are liable for, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract, and obtain immediate possession of the dwelling. If you fail to move out after your right of occupancy has been terminated, you will be liable for holdover rent under the Lease Contract.

**9. TRANSFERS.** If we allow you to transfer to another dwelling in the community because of the presence of bed bugs, you must have your personal property and possessions treated according to accepted treatment methods or procedures established by a licensed pest control professional. You must provide proof of such cleaning and treatment to our satisfaction.

#### BED BUGS – A GUIDE FOR RENTAL HOUSING RESIDENTS

Bed bugs, with a typical lifespan of 6 to 12 months, are wingless, flat, broadly oval-shaped insects. Capable of reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color, although after feeding on the blood of humans and warm-blooded animals (their sole food source), the bugs assume a distinctly blood-red hue until digestion is complete.

**BED BUGS DON'T DISCRIMINATE:**

Bed bugs increased presence across the United States in recent decades can be attributed largely to a surge in international travel and trade. It's no surprise then that bed bugs have been found time and time again to have taken up residence in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods.

While bed bugs are by their very nature more attracted to clutter, they're certainly not discouraged by cleanliness. Bottom Line: bed bugs know no social and economic bounds; claims to the contrary are false.

**BED BUGS DON'T TRANSMIT DISEASE:**

There exists no scientific evidence that bed bugs carry disease. In fact, federal agencies tasked with addressing pest of public health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by disease carrying pests. Again, claims associating bed bugs with disease are false.





Silver Oak Apartments

**IDENTIFYING BED BUGS:****Bed bugs can often be found in, around and between:**

- BEDDING
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams.
- Around, behind and under wood furniture, especially along areas where drawers slide
- Curtains and draperies
- Along window and door frames
- Ceiling and wall junctions
- Crown moldings
- Behind and around wall hangings and loose wall paper
- Between carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Inside electronic devices, such as smoke and carbon monoxide detection.
- Because bed bugs leave some persons with itchy welts strikingly similar to those caused by fleas and mosquitoes, the origination of such markings often go misdiagnosed. However, welts caused by bed bugs often times appear in succession and on exposed areas of skin, such as the face, neck and arms. In some cases, an individual may not experience any visible reaction resulting from direct contact with bed bugs.
- While bed bugs typically prefer to act at night, they often do not succeed in returning to their hiding spots without leaving traces of their presence through fecal markings of a red to dark brown color, visible on or near beds. Blood stains tend also to appear when the bugs have been squashed, usually by an unsuspecting host in their sleep. And because they shed, it's not uncommon for skin casts to be left behind in areas typically frequented by bed bugs.

**PREVENTING BED BUG ENCOUNTERS WHEN TRAVELING:**

Because humans serve as bed bugs' main mode of transportation, it is extremely important to be mindful of bed bugs when away from home. Experts agree that the spread of bed bugs across all regions of the United States, is largely attributed to an increase in international travel and trade. Travelers are therefore encouraged to take a few minutes upon arriving to their temporary destination to thoroughly inspect their accommodations, so as to ensure that any uninvited guest are detected before the decision is made to unpack. Because bed bugs can easily travel from one room to another, it is also recommended that travelers thoroughly inspect their luggage and belongings for bed bugs before departing for home.

**BED BUG DO'S AND DON'TS**

- **Do not bring used furniture from unknown sources into your dwelling.** Countless bed bugs infestation have stemmed directly from the introduction into a resident's unit of second-hand and abandoned furniture. Unless the determination can be made with absolute certainty that a piece of second-hand furniture is bed bug free, resident should assume that the reason a seemingly nice-looking leather couch, for example is sitting outside, waiting to be hauled off to the landfill, may very well be due to the fact that it's teeming with bed bugs.
- **Do address bed bugs sightings immediately:** Rental housing residents who suspect the presence of bed bugs in their unit must immediately notify the owner.
- **Do not attempt to treat bed bugs infestation:**





Silver Oak Apartments

**ACKNOWLEDGEMENT OF RECEIPT OF FORM HUD-5380, "NOTICE OF RIGHTS UNDER THE VIOLENCE AGAINST WOMEN ACT" AND FORM HUD-5382 "CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING, AND ALTERNATE DOCUMENTATION"**

I/We, Davin Terrell, have received a copy of the HUD- 5380 Form and the HUD-5382 Form.

Household adults: Davin Terrell,  
Unit: 1281 Brockett Road #16-G

Tenant

Davin Taylor Jr.

1-22-20

Date

Tenant

1/22/20

Date

Tenant

Date

Tenant

Shawn Chouin

Date

Owner / Agent of Owner

1/22/2020

Date

*For Management Only* (if necessary): We have attempted to obtain written acknowledgement of the receipt of the HUD-5380 and the HUD-5382, but acknowledgement could not be obtained because:

- Individual refused to sign
- Communications barrier prohibited obtaining the acknowledgement
- An emergency situation prevented us from obtaining acknowledgement
- Other (Please specify) \_\_\_\_\_





**DISCLOSURE OF INFORMATION  
ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS**

**Lead Warning Statement**

Housing Built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, owners must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Residents must also receive a federally approved pamphlet on lead poisoning prevention.

**Owner's Disclosure (initial)**

- (a) Presence of lead-based paint or lead-based paint hazards (Check one below):  
 Known lead-based paint and/or lead-based paint hazards are present in the housing
- (b) *DT* Owner has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.  
 Records and reports available to the Owner.  
 Owner has provided the Resident with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing. (Documents listed below.)

**Resident's Acknowledgement (initial)**

- (c) Resident has received copies of all the information listed above.  
 (d) Resident has received the pamphlet "Protect your family from Lead In Your Home".

**Agent's Acknowledgement (initial)**

- (e) Agent has informed the Owner and the Owner's obligations under 42 U.S.C 4582 (d) and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

*[Signature]*  
Tenant

*1-22-20*  
Date

*[Signature]*  
Tenant

*1/22/20*  
Date

Tenant

\_\_\_\_\_

Tenant

\_\_\_\_\_

*[Signature]*  
Owner / Agent for Owner

*1/22/2020*  
Date





Parking Sticker Assigned:

**VEHICLE REGISTRATION INFORMATION**

Tenant understands the Rules & Regulations for Vehicles and that only one (1) vehicle registered and owned by the Tenant on the Lease are allowed to be parked in the parking areas of the Apartment Community. The Vehicle registered by the Tenant is as follows:

Vehicle \_\_\_\_\_

Make: \_\_\_\_\_

Model: \_\_\_\_\_

Year & Color: \_\_\_\_\_

License Plate: \_\_\_\_\_

Owned and Registered to: \_\_\_\_\_

Tenant understands that a valid parking sticker must be displayed on the windshield of the registered vehicle. \*In the case of an accident where you will be driving a car temporarily or given a rental vehicle, please notify the office for a temporary parking sticker.

Tenant also understands that any other vehicles parked by the Tenants in the complex are subject to towing at the Owner's sole expense. Tenant also understands that any vehicle, including registered vehicles that are not operable will be towed at the Owner's sole expense.

Tenant

Davin Taylor Jr.

Tenant

1-22-20

Date

1/22/20

Date

Tenant

Mervin A. Cook Jr.

Owner / Agent for Owner

Date

1/22/2020

Date





**TWG**  
MANAGEMENT, LLC

Silver Oak Apartments

Under no circumstance should you attempt to eradicate bed bugs. Health hazards associated with the misapplication of the traditional and non-traditional, chemical based insecticides and pesticides, poses too great a risk to you and your neighbors.

- **Do comply with eradication protocol:**

If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bed bug eradication protocol set forth by both your owner and their designated pest management company.

J.S. Terrell  
Tenant

1-22-20

Date

Davin Taylor Jr.  
Tenant

1/22/20

Date

Tenant

\_\_\_\_\_

Date

Tenant  
Sherrisa Creek Jr.

1/22/2020

Date

Owner / Agent of Owner





**VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005 LEASE  
ADDENDUM**

**TENANT:**

Terrell, Davin

**UNIT NO. & ADDRESS:**

[REDACTED] #16-G Clarkston GA Unit G 30021

This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

**• Purpose of the Addendum**

The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

**• Conflicts with Other Provisions of the Lease**

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

**• Term of the Lease Addendum**

The effective date of this Lease Addendum is 01/22/2020. This Lease Addendum shall continue to be in effect until the Lease is terminated.

**VAWA Protections**

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

Davin  
Tenant

Davin Taylor Jr.  
Tenant

Sherman Chavis  
Tenant

Sherman Chavis  
Owner / Agent of Owner

1-22-20

Date

1/22/20

Date

1/22/2020

Date





Parking Sticker Assigned: \_\_\_\_\_

#### KEY-LESS ENTRY CARD REGISTRATION

Tenant understands that the building key-less entry card(s) assigned to them by Management remain the property of the Owner and must be returned should the residency terminate for any reason. Each Tenant will be issued one (1) building key-less entry card for each occupant over the age of sixteen (16) listed on the Lease agreement. Tenant further understands that these building key-less entry card(s) are for the sole use of those they are registered to.

Tenant: \_\_\_\_\_

Unit Number: \_\_\_\_\_

Number of Cards Issued: \_\_\_\_\_

Card Number: \_\_\_\_\_

Card Number: \_\_\_\_\_

Card Number: \_\_\_\_\_

Card Number: \_\_\_\_\_

I have read and understand that the building key-less entry card(s) listed above have been issued to me. I also understand that the replacement cost for these building key-less entry cards is twenty-five dollars (\$25.00) per card due and payable before a replacement will be issued.

Darin Taylor Jr.  
Tenant

1-22-20  
Date

Darin Taylor Jr.  
Tenant

1/22/20  
Date

Tenant

\_\_\_\_\_

Shawni Charko  
Owner / Agent for Owner

\_\_\_\_\_

1/22/2020  
Date



## TENANT HOUSEHOLD DATA FORM

Current name of housing development: Silver Oaks  
 Full name of head of household: Davin Terrell  
 Street address: [REDACTED]  
 City: Clayton Zip Code: 30021 Apt #: 12-F  
 Unit Type: SRO Eff:  1BR:  County: Dekalb  
2BR 3BR:  4BR:

Initial lease start date (original move-in date) 12/1/19 Current Lease expiration date: 12/1/2020  
 Total monthly rent charge: \$ 842 Monthly subsidy amount: \$ 0  
 Monthly utility allowance: \$ 55 Rent paid by Tenant: \$ 842  
 Subsidy Type: None Home TBA Other  
 Race of the Head of Household: Section 8  
 White, not Hispanic Black, not Hispanic Hispanic  
 Native American Asian/Pacific Islander

Anticipated gross income of all household members over 18 years of age for the next 12 months, as defined and verified as set forth in the DCA HOME Manual: Total Income \$ [REDACTED]

1. \$ [REDACTED] 2. \$ [REDACTED] 3. \$ [REDACTED] 4. \$ [REDACTED]

Total number of persons in the household, including the head of household:  
 List all household members by their ages. (Relationship to head of household should be listed as spouse, son, daughter, mother, grandson, nephew, etc. If a person is unrelated to head, enter "unrelated").  
 Name and Relation to head of household Age

1. <u>Davin Terrell - Head of household</u>	<u>30</u>	Name and Relation to head of household	Age
2. [REDACTED]	[REDACTED]	5.	[REDACTED]
3. [REDACTED]	[REDACTED]	6.	[REDACTED]
4. <u>Devin Taylor Jr. - friend</u>	<u>22</u>	7.	[REDACTED]
		8.	[REDACTED]

Are all members of your household full-time students or has been a FT student 5 out of the last 12 months? Y  N

1. Individual. (Check one) I certify that I am:  
 a citizen or national of the United States.  
 an alien lawfully present in the United States.

2. Family. (Check all that apply) I certify that there are persons in my household and that:  
 are citizens or nationals of the United States and  
 are aliens lawfully present in the United States.

Will any household members need special accommodations due to a handicap or disability?

Are there any pets in the home? No Number of pets \_\_\_\_\_ Type/Breed \_\_\_\_\_ Weight \_\_\_\_\_

By signing this form, I certify that I understand all of the questions on this form and that all of my answers are true and correct to the best of my knowledge.

Signed: [Signature]  
 Head of Tenant Household

Date: 10/9/19

WARNING: Section 1001 of Title 18 of the U.S. Code makes it a criminal offense to willfully falsify a material fact or make a false statement in any matter within the jurisdiction of the federal agency. Household anticipated income as stated above has been verified

## Calculation Worksheet

Property Name Silver oak Resident Name Terrell  
 Unit Number 10-F 16-G

EMPLOYMENT INCOME BY EMPLOYMENT VERIFICATION					
Hourly/Salary Calculations					YTD Calculations
Employer					Total Income
Rate of pay					Beginning Date
Type of pay					Ending Date
Frequency					Total Weeks 0.00
Units per period					Income/Week \$0.00
Periods per year					Weeks/Year
Annual Income	\$0.00	\$0.00	\$0.00	\$0.00	Annual Income \$0.00

EMPLOYMENT INCOME BY PAYSTUBS					
Paystub Calculations			YTD Calculations		TIC Income
Pay End Date	Gross Pay	(Paystubs are considered third party employment verification.)	Total Income	\$ [REDACTED]	Higher of the paystubs and
10/18/2019	\$1,360.00		Beginning Date	1/9/19 [REDACTED] 1/1/2019	YTD populates below. If using VOE, take into account the info above.
10/4/2019	\$1,385.50	Pay Frequency bi-weekly	Ending Date	10/18/2019	
9/20/2019	\$1,360.00	Total of Pays \$8,274.75	Total Weeks	[REDACTED]	
9/6/2019	\$1,360.00	Average Pay \$1,379.13	Income/Week	[REDACTED]	
8/23/2019	\$1,449.25	# Pay Periods 26	Weeks/Year	52	
8/9/2019	\$1,360.00	Annual Income \$35,857.25	Annual Income	[REDACTED]	[REDACTED]

OTHER INCOME VERIFICATIONS						
Income Source						
Income Type						
Payment Rate						
Frequency						
Units Per Year						
Annual Income	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

ASSET INCOME						
Asset Type	Savings	Checking				
Cash Value	[REDACTED]	[REDACTED]				
Interest Rate						
Annual Income			\$0.00	\$0.00	\$0.00	\$0.00

ASSETS: OVER \$5000						
Checking Account		Checking Account		Real Estate		
Statement Date	Ending Balance	Statement Date	Ending Balance	Owner		
				Address		
				Address		
				Market Value		
				Cost to Sell		
				Mortgage Owed		
Average Balance	#DIV/0!	Average Balance	#DIV/0!	Cash Value		\$0.00

## TWG Rental Application

Please complete all sections. If items do not apply, mark "N/A" for not applicable. All adults must complete their own application.

**PERSONAL INFORMATION**

Full Name of Applicant <i>Devin Terrell</i>	Date of Birth 1989	Age 30	Social Security # [REDACTED]	Gender (Circle One) <input checked="" type="radio"/> Male <input type="radio"/> Female
Marital Status: (check one) <input checked="" type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Widowed <input type="checkbox"/> Separated <input type="checkbox"/> Divorced (# of times _____)				
Driver's License # [REDACTED]	State Issued GA	Phone Number 470-658-6005	Email Address [REDACTED]@icloud.com	
Race: (check all that apply) <input type="checkbox"/> American Indian/Alaskan Native <input type="checkbox"/> Asian <input type="checkbox"/> Black/African American <input type="checkbox"/> White <input type="checkbox"/> Native Hawaiian/Other Pacific Islander <input type="checkbox"/> Other multi-race <input type="checkbox"/> Prefer not to answer				
Ethnicity (check one box) <input type="checkbox"/> Hispanic <input checked="" type="checkbox"/> Not-Hispanic <input type="checkbox"/> Prefer not to answer				
Are you a student? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes: <input type="checkbox"/> Part Time <input type="checkbox"/> Full Time School Name:				
<b>List all others who will be occupying the apartment:</b>				
Full Name [REDACTED]	Date of Birth [REDACTED]	Relationship [REDACTED]	Social Security # [REDACTED]	Gender M
Full Name [REDACTED]	Date of Birth [REDACTED]	Relationship [REDACTED]	Social Security # [REDACTED]	Gender F
Full Name Devin Taylor Jr.	Date of Birth 3/26/1997	Relationship Daughter	Social Security # [REDACTED]	Gender M
Full Name [REDACTED]	Date of Birth [REDACTED]	Relationship Friend	Social Security # [REDACTED]	Gender M
Full Name [REDACTED]	Date of Birth [REDACTED]	Relationship [REDACTED]	Social Security # [REDACTED]	Gender Y or N
Full Name [REDACTED]	Date of Birth [REDACTED]	Relationship [REDACTED]	Social Security # [REDACTED]	Gender Y or N
Full Name [REDACTED]	Date of Birth [REDACTED]	Relationship [REDACTED]	Social Security # [REDACTED]	Gender Y or N

**HOUSING INFORMATION****MUST LIST 2 YEARS OF CONTINUOUS HISTORY.**  
If additional space is needed, please attach a separate page.

Applicant's PRESENT Street Address [REDACTED]	City Clarkston	State GA	Zip 30021	Dates of Residency (month/yr - month/yr) 4/1/16 - Present
Present Landlord/Mortgage Company TWG	Landlord/Mortgage Company Phone # 770-776-5717 \$	Monthly Rent or Mortgage Amount [REDACTED]	Residency Status: <input type="checkbox"/> Own Home <input checked="" type="checkbox"/> Apartment <input type="checkbox"/> Leased Home <input type="checkbox"/> Other:	
Landlord/Mortgage Company Address [REDACTED]	City Clarkston	State GA	Zip 30021	Is landlord a relative? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list relationship: What is your reason for moving?
Is your lease in any other name? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please provide name and explain:				
Applicant's PRIOR Street Address [REDACTED]	City Norcross	State GA	Zip 30093	Dates of Residency (month/yr - month/yr) 2/1/13 - 3/31/16
Prior Landlord/Mortgage Company Grand Luxe	Landlord/Mortgage Company Phone # 770-212-3376 \$	Monthly Rent or Mortgage Amount [REDACTED]	Residency Status: <input type="checkbox"/> Owned Home <input checked="" type="checkbox"/> Apartment <input type="checkbox"/> Leased Home <input type="checkbox"/> Other:	
Landlord/Mortgage Company Address [REDACTED]	City Norcross	State GA	Zip 30093	Was landlord a relative? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list relationship: What was your reason for moving? Space
Was your lease in any other name? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please provide name and explain:				

EMPLOYMENT INFORMATION					If you are not currently employed, complete N/A for present employer.		
Applicant's PRESENT Employer TWG		Present Employer's Address 1281 BROCKETT Rd		City, State, Zip Clarkston, GA 30021			
Employer's Phone # 776-5717	Employer's Fax # N/A	Position/Job Title Maint. Tech	Hourly Wage \$ [REDACTED]	Dates of Employment 19/19 - Present			
Supervisor's Name and Title A. White Pm	Supervisor's Email Address AWhite@twgdev.com		Is this job seasonal or temporary? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Applicant's PREVIOUS Employer Sunshine Window Cleaning	Previous Employer's Address 505 Cobb Industrial		City, State, Zip Marietta, GA				
Employer's Phone # N/A	Employer's Fax # N/A	Position/Job Title Crew leader	Hourly Wage \$ [REDACTED]	Dates of Employment 2016 - 2018			
Supervisor's Name and Title N/A	Supervisor's Email Address N/A		Reason for leaving this job: Started HVAC School				
OCCUPANCY REQUIREMENTS AND OTHER REQUIRED INFORMATION							
Number of Bedrooms Needed: 2	Date apartment needed:		Do you receive Section 8? Y <input checked="" type="checkbox"/> N Caseworker:				
How did you hear about us?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Do you expect any additions to your household within the next 12 months? Explain:			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Are there any absent household members who would live with you under normal conditions? Explain:			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Does anyone in your household have special needs? Explain:			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Does your household have or anticipate having any pets other than those used as a service animal? Explain:			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Does an adult of this household have primary physical custody of every child listed on the application? Explain:			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Have you ever been evicted or asked to move from a rental unit of any type? Explain:			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
Have you or any one else on this application broken a rental agreement or lease contract? Explain:			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Have you or any one else on this application had legal action taken against you for nonpayment of a bill or for property damages? Explain:			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Have you or anyone else on this application filed for bankruptcy? Explain:			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Have you or any household member ever been convicted of a felony? Explain:			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Have you or any household member been arrested/convicted of a drug related crime? Explain:			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
MISCELLANEOUS INFORMATION							
Emergency Contacts							
Name: Debra C. Oniga	Address:		Phone #: 7292-918	Relationship: Mother			
Name:	Address:		Phone #:	Relationship:			
In the event of serious illness or death of resident, the above persons <input type="checkbox"/> MAY or <input checked="" type="checkbox"/> MAY NOT enter, remove, and/or store all contents found in the dwelling, common areas, or mailbox.							
Please list below the automobiles you will keep at this property.					Do you have a pet? (management approval required) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Number of Pets:		
Make	Model	Year	Color	License # and State	Description of Pets: (include height and weight)		

### **APPLICATION FEE AND SIGNATURE CLAUSE**

Applicant has submitted the sum of \$ 0 which is a non-refundable payment for a credit and processing charge, receipt of which is acknowledged by Management. Such sum is not a rental payment. In the event this application is disapproved by Management or cancelled by the applicant, this sum will be retained by Management to cover the cost of processing the application as furnished by the applicant. This application, along with an applicant questionnaire completed by each adult in the household, must be completed in total and signed before it will be processed by Management.

I certify that answers given herein are true and complete to the best of my knowledge. I authorize verification or investigation of all statements contained in this application via consumer credit reports, rental history reports, criminal history reports and other means. Such authorization does not require the owner or its agents to make verifications or investigations. Failure to answer any of the above inquires shall entitle owner to reject this application. False information given above shall entitle owner to (1) reject this application, (2) retain the application fee(s) and deposit(s) as liquidated damages for owner's time and expenses of processing this application, and (3) terminate resident's right of occupancy. Owner reserves the right to regularly and routinely furnish information to consumer reporting agencies about performance of lease obligations by residents. Such information may be reported at any time and may include both favorable and unfavorable information regarding a resident's compliance with the lease, rules, and financial obligations. Owner and/or Property Manager have no duty to provide emergency care or give notice of emergency to any person and shall not be liable to applicant, Resident, any occupant, or any guest for failure to do so.

You have applied to live in an apartment that is governed by the Low Income Housing Tax Credit program. This program requires us to certify all of your income, asset, and eligibility information as part of determining your household's eligibility. Program requirements state we must verify each income and asset source as well as other claims of eligibility. We must determine this prior to granting your eligibility, and if such eligibility is granted, each subsequent year you remain in the unit.

Management has reviewed documentation, including but not limited to: Driver's License, Social Security ID, etc., to form a reasonable belief that the identity of the applicant is the same to whom the credit report pertains to the best of management's knowledge.

Management Initials: JC

**THIS APPLICATION IS NOT A RENTAL AGREEMENT, CONTRACT, OR LEASE. ALL  
APPLICATIONS ARE SUBJECT TO THE APPROVAL OF THE OWNER OR MANAGING AGENT.**

Signature of Applicant

10-9-19  
Date

Signature of Management

10/11/19  
Date



We encourage and support the nation's affirmative housing program in which there are no barriers to obtaining housing because of race, color, religion, sex, national origin, handicap, or familial status.



**COVER SHEET / FAX TRANS.**  
AUTHORIZATION TO RELEASE INFORMATION

Date: \_\_\_\_\_

Number of pages including cover sheet: \_\_\_\_\_

To be completed by property management office:

The undersigned individual(s) has applied for residency at \_\_\_\_\_ . The property is operated under federal affordable housing regulations, which require that we obtain written confirmation of the eligibility of all applicants and household members. In order to comply with federal regulations, please complete the following form in full and return it to the sender at your earliest convenience.

**Verifications and inquiries that may be requested include, but are not limited to:**

Credit and Criminal Activity	Identity and Marital Status	Previous Residences and Rental Activity
Employment, Income, and Assets	Medical Allowances	Student Status

**The groups or individuals that may be asked to release/verify the above information (depending on program requirements) include, but are not limited to:**

Courts and Post Offices	Past and Present Employers	Utility Companies
Law Enforcement Agencies	State Unemployment Agencies	Credit Providers and Bureaus
Medical Providers	Veterans Administration	Welfare Agencies
Retirement Systems	Social Security Administration	Internal Revenue Service
Banks and Other Financial Institutions	Previous Landlords (Including PHA's)	

To be completed by applicant/resident

I/we agree that a photocopy of this authorization may be used for the purposes stated above. The original signed copy of this authorization is on file in the management office and will stay in effect for two years from the date signed. I/we understand that I/we have a right to review my/our file and correct any information that can be proven incorrect. The undersigned hereby authorizes the release of any information requested in order to determine my/our eligibility for the federal affordable housing program.

Applicant/Resident Name (Printed): DAVIN TERRIT

Last 4 Digits of Social Security Number: \_\_\_\_\_

Authorizing Signature: [Signature]

Co-Applicant/Co-Resident Name (Printed): \_\_\_\_\_

Last 4 Digits of Social Security Number: \_\_\_\_\_

Authorizing Signature: \_\_\_\_\_

Co-Applicant/Co-Resident Name (Printed): \_\_\_\_\_

Last 4 Digits of Social Security Number: \_\_\_\_\_

Authorizing Signature: \_\_\_\_\_

Co-Applicant/Co-Resident Name (Printed): \_\_\_\_\_

Last 4 Digits of Social Security Number: \_\_\_\_\_

Authorizing Signature: \_\_\_\_\_

Co-Applicant/Co-Resident Name (Printed): \_\_\_\_\_

Last 4 Digits of Social Security Number: \_\_\_\_\_

Authorizing Signature: \_\_\_\_\_



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Revised 2/1/15

<b>TENANT INCOME CERTIFICATION QUESTIONNAIRE</b> <small>(*NOTE: A separate questionnaire must be completed by each adult member of the household)</small>			
<input checked="" type="checkbox"/> Initial Certification <input type="checkbox"/> Recertification <input type="checkbox"/> Addition of Household Member			
YES	NO	I receive Section 8 rental assistance. If yes, list the housing authority below.  <b>INCOME INFORMATION</b> <small>Include all income sources, including unearned income of minors.</small>	
		Amount of monthly rental assistance \$ _____	
1. <input checked="" type="checkbox"/>		I receive Section 8 rental assistance. If yes, list the housing authority below.	
2. <input checked="" type="checkbox"/>		I am self employed. (List nature of self employment)	
3. <input checked="" type="checkbox"/>		I have a job and receive wages, salary, overtime pay, commissions, fees, tips, bonuses, and/or other compensation: List the businesses and/or companies that pay you:  Name of Employer 1) TWO 2) 3)	
4. <input checked="" type="checkbox"/>		I receive cash contributions of gifts including rent or utility payments, on an ongoing basis from persons not living with me.	
5. <input checked="" type="checkbox"/>		I receive unemployment benefits.	
6. <input checked="" type="checkbox"/>		I receive Veteran's Administration, GI Bill, or National Guard/Military benefits/income.	
7. <input checked="" type="checkbox"/>		I receive periodic social security payments.	
8. <input checked="" type="checkbox"/>		The household receives <u>unearned</u> income from family members age 17 or under (example: Social Security, Trust Fund disbursements, etc.).	
9. <input checked="" type="checkbox"/>		I receive Supplemental Security Income (SSI).	
10. <input checked="" type="checkbox"/>		I receive disability or death benefits other than Social Security.	
11. <input checked="" type="checkbox"/>		I receive Public Assistance Income (examples: TANF, AFDC)	
12. <input checked="" type="checkbox"/>		<b>DO NOT INCLUDE FOOD STAMPS</b> I am entitled to receive child support payments through court order or other agreement. If yes, how many orders/agreements do you have? If yes, from how many persons do you receive support?	
13. <input checked="" type="checkbox"/>		I am entitled to receive alimony/spousal maintenance payments	
14. <input checked="" type="checkbox"/>		I receive periodic payments from trusts, annuities, inheritance, retirement funds or pensions, insurance policies, or lottery winnings. If yes, list sources: 1) 2)	
15. <input checked="" type="checkbox"/>		I receive income from real or personal property.	
16. <input checked="" type="checkbox"/>		I receive student financial assistance (grants, scholarships, etc.) not including loans <small>*NOTE: Count as income only if household receives Section 8 rental assistance.</small>	
17. <input checked="" type="checkbox"/>		I am claiming zero income.	
(use net earned income) \$ _____			
per semester			

**ASSET INFORMATION**  
Include all asset sources, including assets of minors.

YES	NO		INTEREST RATE	CASH VALUE
<input checked="" type="checkbox"/>	<input type="checkbox"/>	I have a checking account(s). # of accounts held _____ If yes, list bank(s) 1) <u>Navy Federal</u> 2) 3)	0 % _____ _____ ____%	6 MONTH AVERAGE BALANCE \$ [REDACTED] \$ \$
<input checked="" type="checkbox"/>	<input type="checkbox"/>	I have a savings account(s). # of accounts held _____ If yes, list bank(s) 1) <u>Navy Federal</u> 2) 3)	40 %, 14 DT _____ _____ ____%	CURRENT BALANCE \$ [REDACTED] \$ \$
<input checked="" type="checkbox"/>	<input type="checkbox"/>	I have a debit card or paycard for direct deposit of benefits. # of cards held _____ 1) <u>Navy Federal</u> 2) 3)	_____ _____ ____%	CURRENT BALANCE \$ [REDACTED] \$ \$
<input checked="" type="checkbox"/>	<input type="checkbox"/>	I have a revocable trust(s) If yes, list bank(s) 1)	_____ _____ ____%	\$ \$ \$
<input checked="" type="checkbox"/>	<input type="checkbox"/>	I own real estate. If yes, provide description:  I intend to:	_____ _____ ____%	\$ \$ \$
<input checked="" type="checkbox"/>	<input type="checkbox"/>	I own stocks, bonds, or Treasury Bills If yes, list sources/bank names 1) 2) 3)	_____ _____ ____%	\$ \$ \$
<input checked="" type="checkbox"/>	<input type="checkbox"/>	I have Certificates of Deposit (CD) or Money Market Account(s). # of accounts held _____ If yes, list sources/bank names 1) 2) 3)	_____ _____ ____%	\$ \$ \$
<input checked="" type="checkbox"/>	<input type="checkbox"/>	I have an IRA/Lump Sum Pension/Keogh Account/401K. If yes, list bank(s) 1) 2)	_____ _____ ____%	\$ \$ \$
<input checked="" type="checkbox"/>	<input type="checkbox"/>	I have a whole life insurance policy. If yes, name of insurance company If yes, how many policies	_____ _____ ____%	\$ \$ \$
<input checked="" type="checkbox"/>	<input type="checkbox"/>	I have cash on hand.	_____ _____ ____%	\$ \$ \$
<input checked="" type="checkbox"/>	<input type="checkbox"/>	I have disposed of assets (i.e. gave away money/assets) for less than fair market value in the past 2 years. If yes, list items and date disposed: 1) 2)	_____ _____ ____%	\$ \$ \$

29. <input type="checkbox"/>	I have a safe deposit box at a financial institution. Name of institution: Contents:	\$ _____
30. <input checked="" type="checkbox"/>	I have other personal property held as an investment, other income from assets or sources other than those listed above. If yes, list type below: 1) 2)	% _____ % _____ \$ _____ \$ _____

UNDER PENALTIES OF PERJURY, I CERTIFY THAT THE INFORMATION PRESENTED ON THIS FORM IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE. THE UNDERSIGNED FURTHER UNDERSTANDS THAT PROVIDING FALSE REPRESENTATIONS HEREIN CONSTITUTES AN ACT OF FRAUD. FALSE, MISLEADING OR INCOMPLETE INFORMATION WILL RESULT IN THE DENIAL OF APPLICATION OR TERMINATION OF THE LEASE AGREEMENT.

John R. Miller  
PRINTED NAME OF APPLICANT/TENANT

John R.  
SIGNATURE OF APPLICANT/TENANT

10-9-19  
DATE



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## TENANT INCOME CERTIFICATION

Initial Certification

Recertification

Other

Effective Date:  
Move-in Date:  
(MM/DD/YYYY)

01/22/2020

## PART I - DEVELOPMENT DATA

Property Name: Silver Oak Apartments County: DeKalb BIN #: GA-18-50916  
Address: [REDACTED] 16-G Clarkston GA 30021 Unit 16-G # Bedrooms: 2

## PART II. HOUSEHOLD COMPOSITION

**PART III. GROSS ANNUAL INCOME (USE ANNUAL AMOUNTS)**

INCOME (USE ANNUAL AMOUNTS)				
HH Mbr #	(A) Employment or Wages	(B) Soc. Security/Pensions	(C) Public Assistance	(D) Other Income
1	[REDACTED]	0.00	0.00	0.00
<b>TOTALS</b>	\$ [REDACTED]	\$ 0.00	\$ 0.00	\$ 0.00

Add totals from (A) through (D), above

**TOTAL INCOME (E):**

§

## PART IV. INCOME FROM ASSETS

**HOUSEHOLD CERTIFICATION & SIGNATURES**

The information on this form will be used to determine maximum income eligibility. I/We have provided for each person(s) set forth in Part II acceptable verification of current anticipated annual income. I/We agree to notify the landlord immediately upon any member of the household moving out of the unit or any new member moving in. I/We agree to notify the landlord immediately upon any member becoming a full-time student.

Under penalties of perjury, I/We certify that the information presented in this Certification is true and accurate to the best of my/our knowledge and belief. The undersigned further understands that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in the termination of the lease agreement.

D. T. Lee  
Signature

1-22-20

—

(Date)

Darin Taylor Jr.

1|22|20

---

(Date)

PART V. DETERMINATION OF INCOME ELIGIBILITY			
TOTAL ANNUAL HOUSEHOLD INCOME FROM ALL SOURCES: From item (L) on page 1		Household Meets Income Restriction at: 60% <input checked="" type="checkbox"/> 50% 40% <input type="checkbox"/> 30% %	
Current Income Limit per Family Size: Household Income at Move-in:		RECERTIFICATION ONLY: Current Income Limit x 140%: \$ _____ Household Income exceeds 140% at recertification: <input type="checkbox"/> Yes <input type="checkbox"/> No Household Size at Move-in: _____	

PART VI. RENT			
Tenant Paid Rent	\$ _____	Rent Assistance:	\$ 0.00
Utility Allowance	\$ _____	Other non-optimal charges:	\$ 0.00
GROSS RENT FOR UNIT: (Tenant paid rent plus Utility Allowance & other non-optimal charges)		Unit Meets Rent Restriction at: <input type="checkbox"/> 60% <input checked="" type="checkbox"/> 50% <input type="checkbox"/> 40% <input type="checkbox"/> 30% <input type="checkbox"/> _____ % Maximum Rent Limit for this unit: \$ _____	

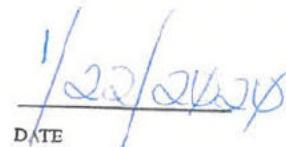
PART VII. STUDENT STATUS			
ARE ALL OCCUPANTS FULL TIME STUDENTS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		If yes, Enter student explanation* (also attach documentation)	*Student Explanation: 1 TANF assistance 2 Job Training Program 3 Single parent/dependent child 4 Married/joint return 5 Previous foster care
		Enter 1-5	

PART VIII. PROGRAM TYPE				
Mark the program(s) listed below (a. through e.) for which this household's unit will be counted toward the property's occupancy requirements. Under each program marked, indicate the household's income status as established by this certification/recertification.				
a. Tax Credit <input checked="" type="checkbox"/>	b. HOME <input type="checkbox"/>	c. Tax Exempt <input type="checkbox"/>	d. AHDP <input type="checkbox"/>	e. _____ <input type="checkbox"/>
See Part V above		Income Status <input type="checkbox"/> <= 50% AMGI <input type="checkbox"/> <= 60% AMGI <input type="checkbox"/> <= 80% AMGI <input type="checkbox"/> O <input type="checkbox"/> I**		Income Status <input type="checkbox"/> 50% AMGI <input type="checkbox"/> 60% AMGI <input type="checkbox"/> 80% AMGI <input type="checkbox"/> O <input type="checkbox"/> I**
** Upon recertification, household was determined over-income (OI) according to eligibility requirements of the program(s) marked above.				

SIGNATURE OF OWNER/REPRESENTATIVE	
-----------------------------------	--

Based on the representations herein and upon the proofs and documentation required to be submitted, the individual(s) named in Part II of this Tenant Income Certification is/are eligible under the provisions of Section 42 of the Internal Revenue Code, as amended, and the Land Use Restriction Agreement (if applicable), to live in a unit in this Project.

  
\_\_\_\_\_  
SIGNATURE OF OWNER/REPRESENTATIVE

  
\_\_\_\_\_  
DATE

**TWG Management LLC**  
333N Pennsylvania St  
Suite 100  
Indianapolis, IN 46204

Direct Deposit Advice



Check Date  
October 25, 2019

Voucher Number [REDACTED]

## DIRECT DEPOSIT VOUCHER

## Direct Deposits Type

NAVY C  
FEDERAL  
CREDIT

Total Direct Deposits

Account [REDACTED]

Amount [REDACTED]

Davin Terrell [REDACTED]

Clarkston, GA 30021

**Non Negotiable - This is not a check - Non Negotiable**

Davin Terrell

Employee ID  
Location  
Hourly

TWG Management LLC

Fed Taxable Income  
Fed Filing Status  
State Filing Status

Check Date October 25, 2019  
Period Beginning October 5, 2019  
Period Ending October 18, 2019

Earnings Statement

Voucher Number  
Net Pay

Earnings  
401K MAT  
HOLIDAY  
OVERTIME  
Paid Time  
REGULAR  
Gross Earnings

Rate	Hours	Amount	YTD
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Deductions  
401K  
CHILD SUPT - EFT  
LIFE INS  
Short Term Dis-Post  
Deductions

Amount	YTD
[REDACTED]	[REDACTED]

Taxes  
FITW  
GA  
MED  
SS  
Taxes

Amount	YTD
[REDACTED]	[REDACTED]

Direct Deposits Type  
NAVY C  
FEDERAL  
CREDIT  
UNION

Account	Amount
---------	--------

Total Direct Deposits

1,196.19

Time Off Used Available  
PTO Full [REDACTED]

**TWG Management LLC**  
333N Pennsylvania St  
Suite 100  
Indianapolis, IN 46204

Direct Deposit Advice



Check Date  
October 11, 2019

Voucher Number [REDACTED]

## DIRECT DEPOSIT VOUCHER

Direct Deposits	Type	Account	Amount
NAVY	C	[REDACTED]	[REDACTED]
FEDERAL			
CREDIT			
<b>Total Direct Deposits</b>			

Davin Terrell

Clarkston, GA 30021

**Non Negotiable - This is not a check - Non Negotiable**

Davin Terrell

Employee ID  
Location  
Hourly

TWG Management LLC

Fed Taxable Income  
Fed Filing Status  
State Filing Status

Check Date October 11, 2019  
Period Beginning September 21, 2019  
Period Ending October 4, 2019

Earnings Statement

Voucher Number  
Net Pay

Earnings  
401K MAT  
HOLIDAY  
OVERTIME  
Paid Time  
REGULAR  
Gross Earnings

Rate	Hours	Amount
[REDACTED]	[REDACTED]	[REDACTED]

YTD
[REDACTED]

Deductions  
401K  
CHILD SUPT - EFT  
LIFE INS  
Short Term Dis-Post  
Deductions

Amount	YTD
[REDACTED]	[REDACTED]

Taxes  
FITW  
GA  
MED  
SS  
Taxes

Amount	YTD
[REDACTED]	[REDACTED]

Direct Deposits Type  
NAVY C  
FEDERAL  
CREDIT  
UNION  
**Total Direct Deposits**

Account	Amount
[REDACTED]	[REDACTED]

Time Off Used Available  
PTO Full [REDACTED]

**TWG Management LLC**  
 333N Pennsylvania St  
 Suite 100  
 Indianapolis, IN 46204

Direct Deposit Advice



Check Date  
 September 27, 2019

Voucher Number

## DIRECT DEPOSIT VOUCHER

[REDACTED]  
**Davin Terrell**  
[REDACTED]

Clarkston, GA 30021

Direct Deposits	Type	Account	Amount
NAVY	C	[REDACTED]	[REDACTED]
FEDERAL			
CREDIT			
<b>Total Direct Deposits</b>		[REDACTED]	[REDACTED]

**Non Negotiable - This is not a check - Non Negotiable**

**Davin Terrell**

Employee ID  
 Location  
 Hourly

**TWG Management LLC**

Check Date September 27, 2019  
 Period Beginning September 7, 2019  
 Period Ending September 26, 2019

**Earnings Statement**

Voucher Number  
 Net Pay

Earnings  
 401K MAT  
 HOLIDAY  
 OVERTIM  
 Paid Time  
 REGULAR  
 Gross Earnings

Rate	Hours	Amount
[REDACTED]	[REDACTED]	[REDACTED]
		YTD

Amount	YTD
[REDACTED]	[REDACTED]

Deductions  
 401K  
 CHILD SUPT - EFT  
 LIFE INS  
 Short Term Dis-Post  
 Deductions

Amount	YTD
[REDACTED]	[REDACTED]

Taxes  
 FITW  
 GA  
 MED  
 SS  
 Taxes

Amount	YTD
[REDACTED]	[REDACTED]

Direct Deposits Type  
 NAVY C  
 FEDERAL  
 CREDIT  
 UNION  
 Total Direct Deposits

Account	Amount
[REDACTED]	[REDACTED]

Time Off Used Available  
 PTO Full [REDACTED]

**TWG Management LLC**  
333N Pennsylvania St  
Suite 100  
Indianapolis, IN 46204

Direct Deposit Advice

Check Date  
September 13, 2019

Voucher Number

## DIRECT DEPOSIT VOUCHER

## Direct Deposits Type

NAVY  
FEDERAL  
CREDIT

Total Direct Deposits

Account

Amount

Davin Terrell

Clarkston, GA 30021

**Non Negotiable - This is not a check - Non Negotiable**

Davin Terrell

Employee ID  
Location  
Hourly

TWG Management LLC

Fed Taxable Income  
Fed Filing Status  
State Filing Status

Check Date September 13, 2019  
Period Beginning August 24, 2019  
Period Ending September 6, 2019

Earnings Statement

Voucher Number  
Net Pay

Earnings  
401K MAT  
HOLIDAY  
OVERTIM  
Paid Time  
REGULAR  
Gross Earnings

Rate	Hours	Amount
		YTD

Deductions  
401K  
CHILD SUPT - EFT  
LIFE INS  
Short Term Dis-Post  
Deductions

Amount	YTD

Taxes  
FITW  
GA  
MED  
SS  
Taxes

Amount	YTD

Direct Deposits Type  
NAVY C  
FEDERAL  
CREDIT  
UNION  
Total Direct Deposits

Account	Amount

Time Off Used Available  
PTO Full

**TWG Management LLC**  
333N Pennsylvania St  
Suite 100  
Indianapolis, IN 46204

Direct Deposit Advice



Check Date  
August 30, 2019

Voucher Number [REDACTED]

## DIRECT DEPOSIT VOUCHER

Davin Terrell

Clarkston, GA 30021

## Direct Deposits Type

NAVY C  
FEDERAL  
CREDIT

## Total Direct Deposits

[REDACTED] €

Account [REDACTED]

Amount [REDACTED]

**Non Negotiable - This is not a check - Non Negotiable**

**Davin Terrell**

Employee ID  
Location  
Hourly

**TWG Management LLC**

Fed Taxable Income  
Fed Filing Status  
State Filing Status

Check Date August 30, 2019  
Period Beginning August 10, 2019  
Period Ending August 23, 2019

**Earnings Statement**

Voucher Number  
Net Pay

Earnings  
401K MAT  
HOLIDAY  
OVERTIME  
Paid Time  
REGULAR  
Gross Earnings

Taxes  
FITW  
GA  
MED  
SS  
Taxes

	Rate	Hours	Amount	YTD
401K MAT	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
HOLIDAY	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
OVERTIME	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Paid Time	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
REGULAR	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Gross Earnings	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

## Deductions

401K  
CHILD SUPT - EFT  
LIFE INS  
Short Term Dis-Post  
Deductions

Amount	YTD
[REDACTED]	[REDACTED]

Direct Deposits Type  
NAVY C  
FEDERAL  
CREDIT  
UNION  
Total Direct Deposits

Time Off Used Available  
PTO Full [REDACTED]

**TWG Management LLC**  
 333N Pennsylvania St  
 Suite 100  
 Indianapolis, IN 46204

Direct Deposit Advice



Check Date  
 August 16, 2019

Voucher Number [REDACTED]

## DIRECT DEPOSIT VOUCHER

Davin Terrell

Clarkston, GA 30021

Direct Deposits	Type	Account	Amount
NAVY	C	[REDACTED]	[REDACTED]
FEDERAL			
CREDIT			
Total Direct Deposits			

**401k Account Asset Declaration**

To be completed by all applicants/residents who have a 401k account.

Applicant's Name: Dawn Terrell Unit #: 12-F

I have made an application to rent in a community that has a program that requires I disclose all of my income and assets in order to determine household eligibility. I hereby declare that (check one):

**Note:**

When the applicant is not currently employed OR the 401k account is not held by the current employer, the 401K account needs to be included as an asset. If the total value of all assets exceeds \$5,000 OR the property has BOND/HOME, the account value and asset income will need to be third party verified.

**Employed Under 59 1/2 Years Old:**

- I am under the age of 59 ½ years old, my 401K is part of my current employment benefits, such is currently being held by my employer, and I (check one below)
  - Do not have access to the funds without having to repay amounts withdrawn.
  - Do have access to funds without having to repay amounts withdrawn.

**Employed Over 59 1/2 Years Old:**

- I am over the age of 59 ½ years old, my 401K is part of my benefits with my current employer, and I (check one below)
  - I cannot access funds in my 401k account without retiring or terminating employment. (Use "Investment Account 401K, IRA, Other Asset Verification" form to verify accessibility with the third-party)
  - I am able to access funds in my 401k account prior to retiring or terminating employment, but any funds withdrawn are in the form of a loan and must be repaid. (Use "Investment Account 401K, IRA, Other Asset Verification" form to verify accessibility with the third-party)
  - I am able to access funds in my 401k account prior to retiring or terminating employment. (Please provide documentation of value of asset, so such can be counted for eligibility purposes)
  - Other \_\_\_\_\_

Under penalty of perjury I hereby certify that all the above information is correct, and that I understand that failure to provide accurate information will result in denial of my application or immediate termination of my lease agreement. Furthermore, I understand that the community for which application is being made is financed through a program governed by the Internal Revenue Services wherein qualification for occupancy requires that certain income and assets be included and verified.

Applicant's Signature: Dawn Terrell Date: 11/2/19

Printed Name: Dawn Terrell

**CERTIFICATE OF VITAL RECORD**

VERIFY PRESENCE OF WATERMARK HOLD TO LIGHT TO VIEW

STATE OF GEORGIA CERTIFICATE OF LIVE BIRTH			Death Number	Local File Number	I State File Number
2. CHILD'S NAME: FIRST [REDACTED]	MIDDLE [REDACTED]	LAST [REDACTED]	3. IR. JR. ETC [REDACTED]	4. Sex (M or F) FEMALE	5. DATE OF BIRTH (Mo., Day, Year) [REDACTED]
6. TIME OF BIRTH 06:37 AM	7. THIS BIRTH (Singe, Twin, Triplet, Etc.) SINGLE			10. IF NOT SINGLE SPECIFY BIRTH ORDER	
11. CITY/TOWN, OR LOCATION OF BIRTH ATLANTA			12. HOSPITAL/FACILITY NAME (If no Hospital give street and Number) GRADY HEALTH SYSTEM		
13. IF NOT HOSPITAL SHOT# HOSPITAL			14. COUNTY OF BIRTH FULTON		
15. MOTHER'S NAME: FIRST ROSARIO	MIDDLE GUADALUPE	17. LAST SOTO-MANZO	18. MADDEN (Last Name) SOTO-MANZO		
19. DATE OF BIRTH (Month, Day, Year) [REDACTED]	20. STATE OF BIRTH (If not U.S.A., Name Country) GEORGIA		21. RESIDENCE - STATE GEORGIA	22. COUNTY DEKALB	
23. CITY/TOWN OR LOCATION TUCKER			24. STREET AND NUMBER OF RESIDENCE APT J		
25. MOTHER'S MAILING ADDRESS APT J TUCKER GEORGIA 30084			26. RESIDENCE INSIDE CITY LIMITS (Yes or No) YES		
27. FATHER'S NAME: FIRST DAVIN	MIDDLE REBORN	28. LAST, JR., ETC TERRELL	29. DATE OF BIRTH [REDACTED]	30. STATE OF BIRTH (If not U.S.A., Name Country) GEORGIA	
32. INFORMANT'S NAME (Type or Print) ROGARO GUADALUPE SOTO-MANZO			33. RELATION TO CHILD MOTHER	37. PARENTS AUTHORIZE RELEASE OF INFORMATION TO SOCIAL SECURITY ADMINISTRATION TO ISSUE THIS CHILD A SOCIAL SECURITY NUMBER (Yes or No) YES	
34. I CERTIFY THAT THE ABOVE NAMED CHILD WAS BORN ALIVE AT THE PLACE AND TIME AND ON THE DATE STATED ABOVE. (Signature) Electronically signed by KEISHAUNTE REVERE			35. DATE SIGNED 11/29/2011	36. ATTENDANT AT BIRTH IF OTHER THAN CERTIFIER (Type or Print) (Name) LETITIA F MOBLEY-MCDOWELL	
38. CERTIFIER (Type or Print) (Name) KEISHAUNTE REVERE			39. PHYSICIAN'S MEDICAL LIC. NO.	40. CERTIFIER MAILING ADDRESS (Street or R.F.D. No., City or Town, State, Zip) 10 JESSIE HILL, JR DRIVE ATLANTA GA 30303	
41. REGISTRAR (Signature) Electronically signed by S/ Deborah C. Ademola			42. DATE RECEIVED BY STATE REGISTRAR (Mo., Day, Year) 11/29/2011		

GEORGIA DEPARTMENT OF COMMUNITY HEALTH VITAL RECORDS SERVICE

Form 3901A (Rev. 7-1-92)

This is to certify that this is a true reproduction of the original record on file with the State Office of Vital Records, Georgia Department of Public Health. This certified copy is issued under the authority of Chapter 21-16, Code of Georgia and 190-17, DPH Rules and Regulations. Any reproduction of this document is prohibited by law. See the Georgia Office of Vital Records' website at [www.dph.ga.gov](http://www.dph.ga.gov) for more information.



BY *Deborah C. Ademola* Registrar FEB 13 2013  
**WARNING:** *Deborah C. Ademola*  
 THIS DOCUMENT IS PRINTED ON SECURITY WATERMARKED PAPER AND CONTAINS SECURITY FIBERS.  
 DO NOT DUPLICATE WITHOUT VERIFYING THE PRESENCE OF THE WATERMARK.  
 THE BACK SIDE CONTAINS A SECURITY BACKGROUND, EMBOSSED SEAL AND THERMOCHROMIC  
 SECURITY INK. THE BACK SIDE ALSO CONTAINS SPECIAL LINES WITH TEXT.



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TYPE  
OR PRINT  
IN  
PERMANENT  
BLACK OR  
BLK-BLK INK

STATE OF GEORGIA CERTIFICATE OF LIVE BIRTH			DAINTER NUMBER	Local File Number	1. State File Number
2. CHILD'S NAME FIRST	3. MIDDLE	4. LAST	5. JR. JR. ETC	6. Sex (M or F)	7. DATE OF BIRTH (Mo. Day Year)
			MALE		
8. TIME OF BIRTH 12:23 PM	9. THIS BIRTH (Single Twin, Triplet, Etc.) SINGLE			10. IF NOT SINGLE SPECIFY BIRTH ORDER	
11. CITY/TOWN OR LOCATION OF BIRTH ATLANTA			12. HOSPITAL FACILITY NAME (If not Hospital, give street and number) GRADY MEMORIAL HOSPITAL		
13. IF NOT HOSPITAL, Specify HOSPITAL			14. COUNTY OF BIRTH FULTON		
15. MOTHER'S NAME FIRST ROSAURIO	16. MIDDLE GUADALUPE	17. LAST SOTO-MANZO	18. MAREN (Last Name) SOTO-MANZO		
19. DATE OF BIRTH (Month, Day, Year) [REDACTED]	20. STATE OF BIRTH (If not U.S.A., Name Country) MEXICO		21. RESIDENCE - STATE GEORGIA	22. COUNTY DEKALB	
23. CITY/TOWN OR LOCATION CHAMBLEE			24. STREET AND NUMBER OF RESIDENCE [REDACTED] C		
25. MOTHER'S MAILING ADDRESS [REDACTED] C CHAMBLEE GEORGIA 30341			26. RESIDENCE INSIDE CITY LIMITS? (Yes or No) YES		
27. FATHER'S NAME FIRST DAVIN	28. MIDDLE RESHON	29. LAST, JR. ETC TERRELL	30. DATE OF BIRTH (Mo. Day Year) [REDACTED]	31. STATE OF BIRTH (If not U.S.A., Name Country) GEORGIA	
32a. INFORMANT'S NAME (Type or Print) DAVIN R TERRELL SR	32b. RELATION TO CHILD FATHER		33. PARENTS AUTHORIZE RELEASE OF INFORMATION TO SOCIAL SECURITY ADMINISTRATION TO ISSUE THIS CHILD A SOCIAL SECURITY NUMBER (Yes or No) YES		
34. I CERTIFY THAT THE ABOVE NAMED CHILD WAS BORN ALIVE AT THE PLACE AND TIME AND ON THE DATE STATED ABOVE (Signature) Electronically signed by  SHANIA F GARLINGTON			35. DATE SIGNED (Mo. Day Year) 10/11/2009	36. ATTENDANT AT BIRTH IF OTHER THAN CERTIFIER (Type or Print) (Name) CHEMI LURA  37. (Title) CNM	
38. CERTIFIER (Type or Print) (Name) SHANIA F GARLINGTON	39. PHYSICIAN'S MEDICAL LIC. NO.	40. CERTIFIER MAILING ADDRESS (Street or R.F.D. No. City or Town, State, Zip) 80 JESSE HILL, JR DR SE ATLANTA, GA 30303			
(Title) BIRTH RECORD CLERK		41. REGISTRAR (Signature) Electronically signed by  J/S/ Kenneth Bramlett			
		42. DATE RECEIVED BY STATE REGISTRAR (Mo. Day Year) 10/21/2009			

DEPARTMENT OF HUMAN RESOURCES/VITAL RECORDS SERVICE

Form 3901A  
(Rev. 7-1-82)

**Marital Status Affidavit**

Resident Name: DAVIN TERRELL

*Directions: Check the marital status option that applies to your present situation and complete all information in that section.*

**Single:** Never married.

**Married:** List full names of individuals married to each other:

---

**Widowed**

**Separated:** Legal action HAS NOT been taken.

I have not taken legal action due to:

I anticipate taking legal action on:

I do not intend to live with my spouse at any time in the next 12 months.

I do not share any assets or income with my spouse. I understand that I must include any assets or income to which I have access to as part of my household income and assets.

**Separated:** Legal action HAS been taken. (You must provide legal documentation.)

I do not intend to live with my spouse at any time in the next 12 months.

I do not share any assets or income with my spouse. I understand that I must include any assets or income to which I have access to as part of my household income and assets.

**Divorced:** Divorced less than 2 years ago, or minor children of divorce residing in household, or income and/or assets received as a result of the divorce. (You must provide the divorce decree.)

**Divorced:** More than 2 years ago and no minor children residing in household.  
Date(s) of divorce:

Ex-Spouse's Name:

I have no court order to receive anything from the person(s) listed above for any purpose. I also certify that I do not have any jointly owned assets and that I do not plan to live with the person(s) listed anytime in the next 12 months. A copy of my divorce decree is not available, but my signature below certifies these statements.

I certify that all of the above information is complete, true, and correct, and that I will need to report any future changes to my household size or marital status immediately. I understand that providing false or misleading information will be a federal offense and will subject me to possible federal penalties.

Signature: D. Terrell

Date: 10-9-19



We encourage and support the nation's affirmative housing program in which there are no barriers to obtaining housing because of race, color, religion, sex, national origin, handicap, or familial status.



**Marital Status Affidavit**

Resident Name: Darin Taylor Jr

*Directions: Check the marital status option that applies to your present situation and complete all information in that section.*

**Single:** Never married.

**Married:** List full names of individuals married to each other:  
\_\_\_\_\_

**Widowed**

**Separated:** Legal action HAS NOT been taken.

I have not taken legal action due to: \_\_\_\_\_

I anticipate taking legal action on: \_\_\_\_\_

I do not intend to live with my spouse at any time in the next 12 months.

I do not share any assets or income with my spouse. I understand that I must include any assets or income to which I have access to as part of my household income and assets.

**Separated:** Legal action HAS been taken. (You must provide legal documentation.)

I do not intend to live with my spouse at any time in the next 12 months.

I do not share any assets or income with my spouse. I understand that I must include any assets or income to which I have access to as part of my household income and assets.

**Divorced:** Divorced less than 2 years ago, or minor children of divorce residing in household, or income and/or assets received as a result of the divorce. (You must provide the divorce decree.)

**Divorced:** More than 2 years ago and no minor children residing in household.

Date(s) of divorce: \_\_\_\_\_

Ex-Spouse's Name: \_\_\_\_\_

I have no court order to receive anything from the person(s) listed above for any purpose. I also certify that I do not have any jointly owned assets and that I do not plan to live with the person(s) listed anytime in the next 12 months. A copy of my divorce decree is not available, but my signature below certifies these statements.

I certify that all of the above information is complete, true, and correct, and that I will need to report any future changes to my household size or marital status immediately. I understand that providing false or misleading information will be a federal offense and will subject me to possible federal penalties.

Signature: Darin Taylor Jr

Date: 09-24-2019

We encourage and support the nation's affirmative housing program in which there are no barriers to obtaining housing because of race, color, religion, sex, national origin, handicap, or familial status.





## INCIDENT REPORT FORM

Property: Silver OakName(s): Davin TerrellAddress: ██████████ Clarkston, GA 30021Date of incident: 3/10/2022 - When we first heard of the  
incidentTime (approximately): 4pm.Involved Parties: (check which applies)  Resident  Employee  Other: Not a residentWere the police called?  Yes  No Unknown

Case Number: \_\_\_\_\_

Does the incident require physician/hospital visit?  Yes  No

Name of physician/hospital: \_\_\_\_\_

**Summary:** A resident stated alady who appeared to be an investigator was looking for someone who may have a big white dog. She said the woman was walking the property asking people if they had saw the dog. The investigator never came to the leasing office. No large white dog is on file for any resident on property. However a previous employee who had a white dog and is known to visit people on property was contacted to see if the dog was his. It was discovered that

Reported by: T. CROOKSTitle: Property Manager

the dog did belong to Davin Terrell. He stated that the woman was bit by the dog but she reported that it did not take place on Silver Oak property. He Stated he did not have the dog anymore.

10/04/18

Incident Report

1/1



His contact is (678) 521-3039.

**IN THE STATE COURT OF GWINNETT COUNTY  
STATE OF GEORGIA**

**JENNIFER ARMISTEAD,**

§  
§  
§  
§  
§  
§  
§  
§

**Plaintiff,**

**CIVIL ACTION FILE NO.:**

v.

**DAVIN R. TERRELL and  
TWG DEVELOPMENT, LLC,**

§  
§  
§  
§  
§  
§  
§  
§

**Defendants.**

**PLAINTIFF'S FIRST CONTINUING INTERROGATORIES AND  
REQUEST FOR PRODUCTION OF DOCUMENTS TO  
DEFENDANT TWG DEVELOPMENT, LLC**

Comes now the Plaintiff, JENNIFER ARMISTEAD, (hereinafter referred to as "Plaintiff"), by and through counsel of record, Joseph A. Zdrilich of ZDRILICH INJURY LAW, LLC, and pursuant to O.C.G.A. §§ 9-11-26, 9-11-33, and 9-11-34 serve *Plaintiff's First Continuing Interrogatories and Request for Production of Documents to Defendant TWG Development, LLC* (hereinafter referred to as "Plaintiff's Interrogatories and Request") upon the Defendant, TWG DEVELOPMENT, LLC (hereinafter referred to as "Defendant TWG"), and request that the named Defendant respond to them fully, in writing, within the time prescribed by Georgia law. Plaintiff submits these Interrogatories to Defendant TWG and requires that they be answered under oath as required by O.C.G.A. § 9-11-33.

**I. INSTRUCTIONS**

Each interrogatory shall be construed to include information within the Defendant's knowledge, possession, or control as of the date of the Defendant's responses to these interrogatories, as well as any supplemental information, knowledge, data,



communication responsive to these interrogatories which is subsequently generated, obtained, or discovered.

It is requested that the person responding to these interrogatories restate each interrogatory or sub-part immediately preceding each separate response to be furnished for the sake of clarity and to avoid possible misunderstanding.

Where an interrogatory requests information or knowledge in the Defendant's possession, such request includes any knowledge of any agent or representative or anyone else acting on the Defendant's behalf and, unless privileged, any attorney of the Defendant.

If you claim privilege as a ground for not fully answering any interrogatory, describe the factual basis for your claim of privilege in sufficient detail as to permit the court to adjudicate the validity of the claim. If the claim of privilege relates to identification of a document, also state the date the document was prepared, the identities (including job titles) of the persons who made and received the documents, those persons' employers and dates of employment, and the location of all copies thereof, and the subject matter with which each document is concerned.

If the response to any interrogatory consists in whole or in part of any objection relating to or including burden, then with respect to such response:

1. Provide such information as can be ascertained without undue burden;
2. State with particularity the basis for such objection including:
  - (a) a description of the process or method required to obtain any facts responsive to the interrogatory; and
  - (b) the estimated cost and time required to obtain any facts responsive to the interrogatory;

3. The nature and extent of the document(s) or other source(s), if any, from which any fact responsive to the interrogatory can be obtained; and
4. State whether documents or other sources will be made available for inspection and copying.

These interrogatories are deemed to be continuing such as to require the Defendants to file and to serve supplemental responses should the Defendants learn of additional information called for by these interrogatories between the time the Defendant's responses are filed and the time of trial. All supplemental responses are required to be served within a reasonable time after the discovery of such additional information.

Plaintiff specifies 9:00 a.m. on the same date that the Defendant's responses to *Plaintiff's First Continuing Interrogatories and Request for Production of Documents to Defendants* are due as the time for production of documents, at the offices of Zdrilich Injury Law, LLC, 3575 Koger Blvd., Suite 125, Duluth, Georgia 30096, or at such other location as is previously agreed upon, as the place thereof. Plaintiff specifies that the documents should be produced by the Defendant and that the documents shall then and there be inspected and copied by the Plaintiff, and further that the documents produced shall be labeled with exhibit numbers, which shall correspond to any written response to Plaintiff's Interrogatories and Request so that said response will accurately show the production of documents or absence thereof.

If, in response to any request, there are documents not produced because of a claim of privilege, or for any other reason, note such failure to produce as an objection to the request and comply with the request to the extent to which it is not subject to the objection. If the original of a document is within your possession, custody or control, produce it. If not, produce such copy of it as is in your possession, custody or control. Any copy of a document on which any notation,

addition, alteration or change has been made is to be treated as constituting an additional original document. If any document requested herein has been lost, discarded, transferred, or destroyed, it shall be identified as completely as possible, including but not limited to the following information: date of disposal, manner of disposal, reason for disposal, person authorizing disposal, and person conducting disposal.

Plaintiff's request for production are continuing in nature. Any documents that are secured after initial production, and which would have been included therein had such documents been previously known or available, shall be supplied by supplemental production.

## **II. DEFINITIONS**

The following definitions apply to each of the interrogatories, request for production, and request for admissions and are deemed to be incorporated therein.

### **1.**

The term "documents" means any book, printed matter, or other tangible thing, including, but not limited to, the following items, whether printed, typed, recorded, contained on any computer disk, memory ore media, photographed, filmed or reproduced by any process, or written or produced by hand, and whether an original, master, duplicate or copy, namely: agreements; communications, whether interoffice, intra-office, e-mail or otherwise; letters, memoranda, summaries, minutes, records, sound recordings and transcriptions of telephone conversations, personal conversations, interviews, meetings, conferences, facts, conclusions, impressions and things similar to the foregoing: books, manuals, publications, notebooks, studies, and reports; charts; plans; photographs; reports and/or summaries of investigations; projections; opinions of counsel; opinions and reports of consultants; corporate records; agenda; notes and minutes of board

of directors, stockholders or committee meetings; desk calendars; appointment books; diaries; diary entries and notes; and any other information containing paper, writing or physical thing.

2.

The term "communication" means a transmittal of information, or request for information, document or otherwise, and includes without limitation any conversation in person, by telephone, or by any other means, as well as any utterance heard by another person, whether in person, by telephone, or otherwise.

3.

The term "person" means any individual, corporation, partnership, proprietorship, professional corporation, association, group, government agency, municipal corporation, state government, local government, political subdivision, or any other legal entity of any kind, including parents, subsidiaries, affiliates, predecessors, successors, assignors, assignees, officers, directors, agents, and controlling persons.

4.

The terms "identify" and "identity", when used herein in reference to a natural person, mean to state:

- (a) his/him full name, the present or last known address of his/him residence, and his/him home telephone number;
- (b) his/him present or last known business address and business telephone numbers, the name of the business with which he/he is affiliated, and his/him position therewith; and if any of the above information is not available, state any other available means of identifying such natural person.

**5.**

The terms "identify" and "identity", when used in reference to a person other than a natural person, mean to state:

- (a) its full name;
- (b) the nature of the organization, including the state under which it was organized;
- (c) its address and telephone numbers; and
- (d) its principal line of business.

If any of the above information is not available, state any other available means of identifying such organization.

**6.**

The terms "identify" and "identity", when used in reference to a document, mean to state its:

- (a) date;
- (b) author;
- (c) type (i.e. letter, memorandum, receipt, photograph, tape recording, journal, etc.);
- (d) present location, including name and address of person having custody of the document;
- (e) contents; and
- (f) present condition.

If any such document was, but no longer is in your possession, or subject to your control, or in existence, the terms "identify" and "identity", further require you to state whether it is:

- (i) missing;
- (ii) lost;
- (iii) destroyed;

(iv) transmitted or transferred, voluntary or involuntary, to others, and to identify such others by name, address and title; or  
(v) otherwise disposed of.

**7.**

The terms “identify” and “identity”, when used in reference to communication, mean: if such communication was oral, identify the person spoken to; and state the date, place and mode of the communication and its substance, and if such communication was contained in a document, identify the document.

**8.**

The term ‘relating to’ means concerning, embodying, evidencing, memorializing, considering, mentioning, respecting, bearing on, referring to, addressing in whole or in part, or having any relationship to the subject matter that follows the term.

**9.**

The term “care and treatment” means daily and monthly grooming, shoeing, purchasing of equipment, veterinary bills and records, medications, feeding, and the like.

**10.**

The term “support” means substantiate, corroborate, advance or assist.

**11.**

The term “and/or” as used herein has both conjunctive and disjunctive meanings.

**12.**

The term “this lawsuit” means JENNIFER ARMISTEAD, Plaintiff vs. DAVIN R. TERRELL and TWG DEVELOPMENT, LLC, Defendants, in the State Court of Gwinnett County, Georgia; and all proceedings and pleadings concerning that action.

**13.**

The terms “you,” “your,” and “Defendants” mean DAVIN R. TERRELL and TWG DEVELOPMENT, LLC, the Defendants in this lawsuit.

**14.**

The term the “incident” means the events as set forth in the complaint which resulted in the Plaintiff’s injuries.

**15.**

The term “insurance provider” means any insurance carried by you, your employer, your parents, spouse, or any other person or group, which covers any liability for your actions.

**16.**

The term “assets” means any cash holdings, whether held by you, a bank, an investment service, or any other entity; any tangible goods, such as car, house, musical instrument, or any other thing of value, excluding personal items not normally of value to others.

**III**

**INTERROGATORIES**

**INTERROGATORY NO. 1.**

State you’re the full name, current address, telephone number, and present employment of any manager employed by Defendant TWG on January 31, 2022.

**INTERROGATORY NO. 2.**

State the name, current address, and telephone number of any potential party to this lawsuit not already a party

**INTERROGATORY NO. 3.**

Describe in detail your version of how the incident described in the *Complaint* occurred and identify all documents relating to same.

**INTERROGATORY NO. 4**

Do you contend that Plaintiff was guilty of any act(s) or failure(s) to act that played any part in causing the injuries or damages complained of? If so, state each specific act (or failure to act) by Plaintiff that you claim supports your contention.

**INTERROGATORY NO. 5.**

Do you contend that any other person(s) not already a party to this lawsuit was guilty of any act(s) or failures to act that played any part in causing Plaintiff's injuries or damages complained of? If so, state each specific act (or failure to act) by each such person (giving the name, current address, and telephone number of the person) that you claim supports your contentions.

**INTERROGATORY NO. 6.**

State the name, current address and telephone number of all other persons (excluding your attorney(s) and any expert) who to your knowledge, information or belief possess any knowledge concerning the incident or the cause(s) of the incident involved herein, one or more of Plaintiff's claims, or one or more of your defenses to Plaintiff's *Complaint*. For each such person, specify the subject matter(s) about which you know or believe that person to have knowledge and the basis of that person's knowledge.

**INTERROGATORY NO. 7.**

State the name, current address and telephone number of all other persons (excluding your attorney(s) and any expert) who to your knowledge, information or belief possess any knowledge concerning the incident or the cause(s) of the incident involved herein, one or more of Plaintiff's

claims, or one or more of your defenses to Plaintiff's *Complaint*. For each such person, specify the subject matter(s) about which you know or believe that person to have knowledge and the basis of that person's knowledge.

**INTERROGATORY NO. 8.**

To your knowledge, information or belief, has any statement or report been made or given by any person named in answer to Interrogatory No(s). 6 or 7? If so, describe each such statement or report, giving the date, the subject matter, the form (whether written, recorded or in stenographic form), the name and current address of each person present when given or made, and the name and current address of the person having custody and control thereof.

**INTERROGATORY NO. 9.**

State the name, current address, telephone number, and occupation of each person who to your knowledge, information or belief has investigated either the incident-in-suit or the cause(s) of the same (excluding your attorney(s)).

**INTERROGATORY NO. 10.**

State the name, current address, and telephone number of each person who to your knowledge, information or belief has been contacted by any individual named in the answer to Interrogatory No. 10.

**INTERROGATORY NO. 11.**

State the content and substance of each written record containing information from the investigation undertaken by any individual named in the answer to Interrogatory No. 10, the date each record was prepared, and the name, current address and telephone number of the person(s) who prepared the record and the person who now has custody and control thereof (specifying which).

**INTERROGATORY NO. 12.**

Please state whether you, your servant, employee, or agent saw or received notice of this incident from JENNIFER ARMISTEAD or from observing the event, and if so, state whether the notice was written or oral, and if written, the name and address of the person who now has custody of any recorded or written notice and attach a copy of each to your answers to these interrogatories.

**INTERROGATORY NO. 13.**

State whether there are one or more policies of insurance extending coverage to you and/or your home, or whether you are a party to or beneficiary of any agreement or contract, by which any person is or may be obligated to satisfy all or part of any judgment which may be entered in this action, or to indemnify or reimburse any person for any cost, expense or payment made in connection with this action. If so, for each such policy of insurance, agreement or contract (specifying which), state the name and current address of each person who is a party or beneficiary (specifying which), the effective dates or date of execution, the substance and content, the applicable limits of liability coverage, and the name and current address of the person(s) having possession thereof.

**INTERROGATORY NO. 14.**

With regard to each policy of insurance identified in answer to Interrogatory No. 13, state whether the insurer has undertaken to defend you in this action, whether the insurer has acknowledged or extended coverage with respect to the incident-in-suit, and whether the insurer has undertaken to defend you in this action under any reservation of rights or non-waiver agreement.

**INTERROGATORY NO. 15.**

Please state whether you are aware of any other instances involving allegations of Defendant Terrell's dog, Kash, biting or attacking a person, or another animal, of which you are now aware and which occurred within the preceding seven (7) years of the incident forming the substance of the *Complaint* in this matter. If you are aware of any such incidents, please state the circumstances by which you received such notice by date, manner of notice, name and address of any individual(s) providing this notice.

**INTERROGATORY NO. 16.**

For any such incidents identified in response to Interrogatory No. 15, please state the name, address, and telephone number of any witnesses to the incident, describe the incident in detail, identify whether you were aware of the incident prior to the incident forming the substance of this *Complaint*, and describe any remedial measures taken in response to it.

**INTERROGATORY NO. 17.**

Please describe in detail what if anything you, or any of your employees observed, concerning Plaintiff JENNIFER ARMISTEAD, including where you (they) were, how far from the accident, and what, if any, actions you (they) took to try to prevent this accident.

**INTERROGATORY NO. 18.**

Please identify any investigation of any report regarding Defendant Terrell's dog since the dog came onto the Silver Oak Premises.

**INTERROGATORY NO. 19.**

Please describe in detail the substance of any instructions or warnings, given to Plaintiff, JENNIFER ARMISTEAD, verbally and/or by posting, concerning the dog, and its propensity to attack, bite, or respond aggressively, prior to Plaintiff being injured.

**INTERROGATORY NO. 20.**

Please describe in detail the substance of any instructions or warnings, given to any other person other than Plaintiff, verbally and/or by posting, concerning the dog, and its propensity to attack, bite, or respond aggressively, prior to Plaintiff being injured; in responding to this interrogatory, please provide the name, last known address and phone number of any such individual(s).

**INTERROGATORY NO. 21.**

State the substance of every utterance, whether or not reduced to writing, made by you or to you at the scene of the accident and identify the speaker and/or recipient by name, if known, or by any other facts which might lead to the discovery of the speaker's and/or recipient's identity. If known, please provide all addresses and phone numbers.

**INTERROGATORY NO. 22.**

Identity all documents, e-mails, documents, pictures, recordings (video, digital, or audio) relating to the ownership, care, treatment, training, and discipline, concerning Defendant Terrell's dog, known to you, whether or not currently in your possession, and, for those documents not in your possession, identify the location of said documents.

**INTERROGATORY NO. 23.**

Identity all documents, e-mails, computer files, pictures, recordings (video, digital, or audio) relating to the employment of Defendant Terrell, with Plaintiff known to you, whether or not currently in your possession, and, for those documents not in your possession, identify the location of said documents.

**INTERROGATORY NO. 24.**

Identify all witnesses whom you will or may have present at trial, including expert and impeachment witnesses. For each lay witness, include a description of the issue(s) to which the witness' testimony will relate. For each expert witness, state the subject matter on which the expert is expected to testify, and a summary of the grounds for each opinion.

**INTERROGATORY NO. 25.**

Please identify any recorded or written statements of which you have knowledge that relate in any way to this incident.

**INTERROGATORY NO. 26.**

Have you ever been a party to a lawsuit of any kind other than this lawsuit? If so, state the following for each such lawsuit:

- (a) the identity of all other parties to the suit;
- (b) the county, state, and year in which the lawsuit was filed;
- (c) the civil action number or criminal action number of the lawsuit;
- (d) the nature of the lawsuit, including claims made therein;
- (e) whether they were/are Plaintiff or Defendants in the lawsuit;
- (f) the outcome or result of the lawsuit; and
- (g) the identity of all documents relating to same.

**INTERROGATORY NO. 27.**

Please provide a detailed factual basis for the defense which you plan to claim at trial.

**INTERROGATORY NO. 28.**

Describe in detail all statutes, codes, regulations, legal principles, standards and customs or usage, and illustrative law which you contend are applicable to this action.

IV

**REQUESTS FOR PRODUCTION**

Pursuant to O.C.G.A. § 9-11-34, you are hereby requested to produce the following documents and other evidence for inspection and copying by counsel for Plaintiff, Joseph A. Zdrilich, Zdrilich Injury Law, LLC, 3575 Koger Blvd., Suite 125, Duluth, Georgia 30096, on the 46<sup>th</sup> day following service of this request upon you:

**REQUEST FOR PRODUCTION NO. 1**

Any documents identified in response to any of the foregoing interrogatories.

**REQUEST FOR PRODUCTION NO. 2**

Any documents, identification of which was requested in any of the foregoing interrogatories.

**REQUEST FOR PRODUCTION NO. 3**

Any documents, books, magazines, instruction books, e-mails, computer files, pictures, recordings (video, digital, or audio) relating to the ownership, care, treatment, training, and discipline, concerning a canine, generally, and specifically as to the dog that was the aggressor in this action.

**REQUEST FOR PRODUCTION NO. 4**

Any documents, e-mails, computer files, pictures, recordings (video, digital, or audio) relating to all lawsuits, claims, crimes, ordinance violations, or injuries having occurred as related to Defendant Terrell's dog other than this lawsuit.

**REQUEST FOR PRODUCTION NO. 5**

Any photographs, audiotapes, digital recordings, videotapes, maps, models, drawings, or diagrams depicting the incident and/or any injuries or damages allegedly suffered by Plaintiff JENNIFER ARMISTEAD, as alleged in this lawsuit.

**REQUEST FOR PRODUCTION NO. 6**

Any recorded or written statements which relate in any way to the Incident.

**REQUEST FOR PRODUCTION NO. 7.**

Any documents, e-mails, computer files, pictures, recordings (video, digital, or audio) relating to the employment, retainer, payment, or consultation, with Plaintiff .

**REQUEST FOR PRODUCTION NO. 8.**

Any documents, e-mails, computer files, pictures, recordings (video, digital, or audio) relating to your income, assets, debts, credit accounts, stocks, bonds, pension plans, retirement accounts, motor vehicles, and/or real estate holdings, for the past five (5) calendar years, concerning your finances.

**REQUEST FOR PRODUCTION NO. 9.**

Please provide a diagram or floor plan of your premises, pictures of the interior of the residence, and if none is in your possession, please provide a date and time when an inspection can be made of your residence for these purposes.

**REQUEST FOR PRODUCTION NO. 10.**

Please provide a copy of any insurance policies referenced in your response(s) to Interrogatories Number(s) 13 and 14 herein, including any declarations page, policy or addendum thereto, in place at the time of the incident giving rise to this action by Plaintiff or that has been in place at any point during the previous five (5) years.

Respectfully submitted this 26<sup>th</sup> day of June, 2023.

  
JOSEPH A. ZDRILICH  
Attorney for Plaintiff  
State Bar of Georgia No.: 569248

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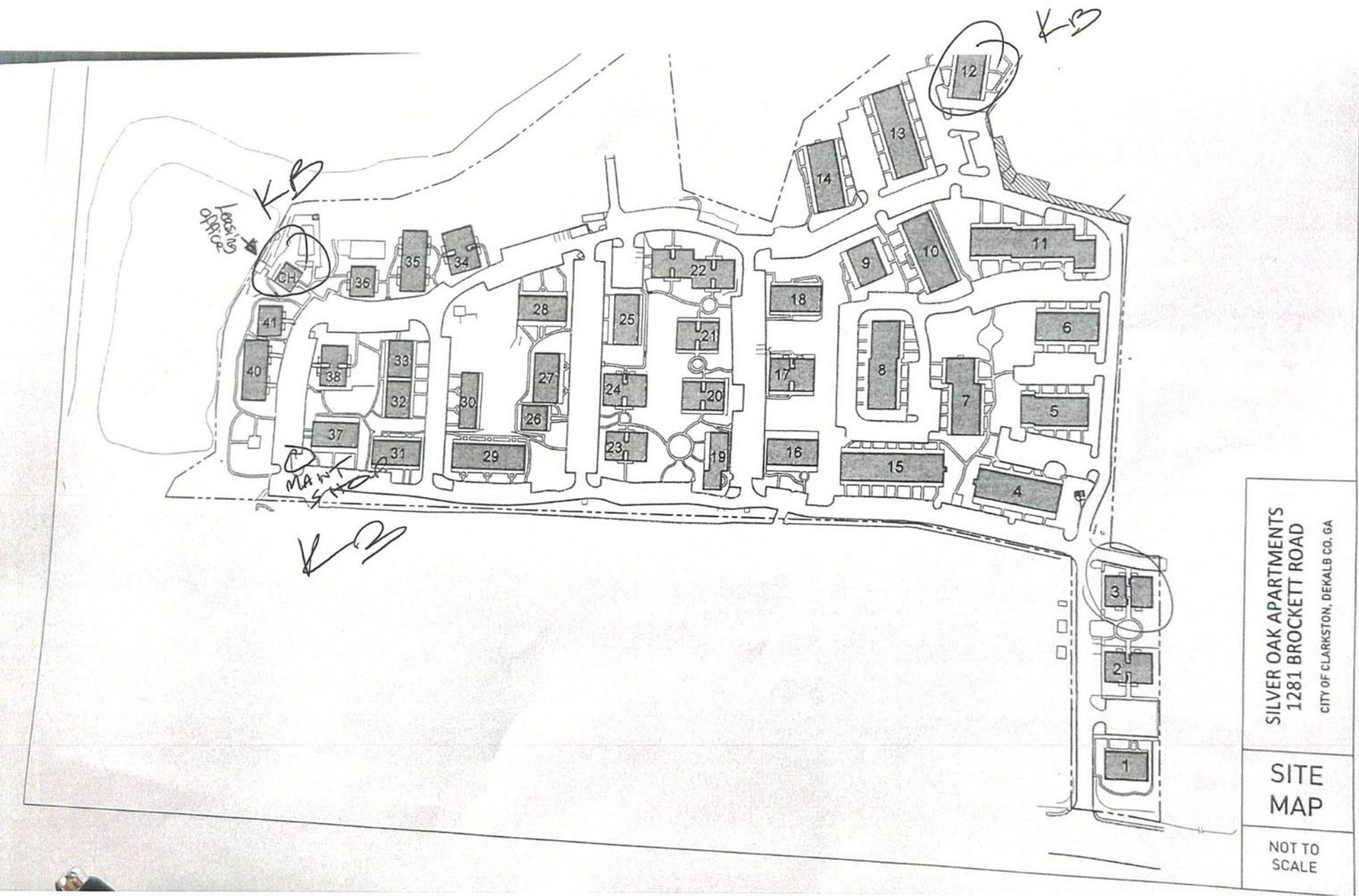


EXHIBIT Dcf 41

WIT: Bretz

DATE: 9/17/24

Craig Williams, RPR, CMRS